

STATE OF TEXAS

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**AGREEMENT FOR A-TRAIN OPERATIONS  
AND MAINTENANCE**

COUNTY OF DENTON

This Agreement for A-Train Operations and Maintenance ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and First Transit, Inc. ("First Transit"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, DCTA desires to engage the services of First Transit as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, First Transit desires to provide rail operations and maintenance services for the A-train 21-mile commuter operation in North Texas;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

1.1 The Initial Term of this Agreement shall commence upon DCTA's issuance of a Notice to Proceed on or about July 1, 2016 for mobilization and with revenue passenger rail service beginning October 1, 2016 (the "Commencement Date") and shall the continue for a period of nine (9) years from the Commencement Date, through and including September 30, 2025, unless sooner terminated as provided herein.

1.2 DCTA shall have the option to extend the term of this Agreement for one (1) five year term ("Renewal Term") by providing written notice of DCTA's intent to renew to First Transit not less than sixty (60) days prior to the expiration of the Initial Term.

**Article II  
Contract Documents**

2.1 This Agreement consists of the following items:

A. This Agreement;

- B. First Transit's Best and Final Offer dated June 8, 2016, to DCTA Solicitation 16-08, "A-Train Operations and Maintenance" (attached as Exhibit "A");
- C. Addenda Nos. One through Seven to DCTA Solicitation 16-08, "A-Train Operations and Maintenance" (attached as Exhibit "B")
- D. DCTA Solicitation 16-08, "A-train Operations and Maintenance" (attached as Exhibit "C"); and
- E. First Transit's Response to DCTA Solicitation 16-08 (attached as Exhibit "D").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

### **Article III Scope of Services**

The Parties agree that First Transit shall perform the services under this Agreement in accordance with the terms and conditions of Exhibits "A", "B", "C", and "D" which are attached hereto and incorporated herein.

### **Article IV Schedule of Work**

First Transit agrees to commence services upon a written Notice to Proceed from DCTA and to complete required services in accordance with a work schedule mutually established by DCTA and First Transit. Any work performed or expenses incurred by First Transit prior to First Transit's receipt of a written Notice to Proceed from DCTA shall be entirely at First Transit's own risk.

### **Article V Compensation and Method of Payment**

5.1 DCTA shall compensate First Transit for the services performed under this Agreement and in accordance with the rates set forth in Exhibit "A".

5.2 DCTA shall pay First Transit within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Invoicing and Payment



Payments for Services shall be in accordance with the Exhibit A. All monies owed to First Transit for any one month shall be paid to First Transit within thirty days receipt of a properly prepared and fully-documented invoice. First Transit shall submit invoice or invoices each month to AVP, Transit Operations or designee which reflect the compensation which is due First Transit. In the event DCTA disagrees or disputes any invoice or item contained therein, it shall promptly notify and provide Contractor a written statement setting forth the nature and basis of the disagreement. Further, if DCTA disagrees with an invoice or item therein, it shall pay the undisputed amounts of such invoice within thirty days and proceed to resolve the disputed amounts pursuant to dispute resolution procedures contained in this Contract.

#### 5.4 Monthly Payments

a. Management/Administrative/Overhead Fee: Commencing October 1, 2016 and thereafter on a monthly basis, First Transit will receive one twelfth of the annual amount shown as the Management/Administrative/Overhead Fee in the Schedule of Pricing.

b. Dispatch Operations Fee: Commencing October 1, 2016 and thereafter on a monthly basis, First Transit will receive the one twelfth of the annual amount shown as the Dispatch Operations in the Schedule of Pricing.

c. Facility Maintenance/Maintenance of Way/Signals/Comms: Commencing October 1, 2016 and thereafter on a monthly basis, First Transit will receive the one twelfth of the annual amount shown as the Facility Maintenance/Maint of Way/Signals/Comms Fee in the Schedule of Pricing.

d. Payment for Train Hours: First Transit will receive a monthly payment calculated by multiplying the Train Hours Rate in the Schedule of Pricing by the monthly number of Scheduled Train Hours. At each month end, a reconciliation of Actual to Scheduled Train hours shall be performed. If Actual Train Hours are greater or less than scheduled train hours, First Transit shall include an adjustment in the next monthly invoice.

e. Payment for Car Miles: First Transit will receive a monthly payment calculated by multiplying the Car Mile Rate in the Schedule of Pricing by the monthly number of Scheduled Car Miles. At each month end, a reconciliation of Actual to Scheduled car miles shall be performed. If Actual car miles are greater or less than scheduled car miles, First Transit shall include an adjustment in the next monthly invoice.

f. DBE: First Transit shall fill out the DCTA DBE form and shall be submitted with the monthly invoice.

g. Penalties: First Transit's Management/Administrative/Overhead Fee shall be adjusted for penalties as defined in the Scope of Work, Part 1, Section 8.2.

h. Other Payments: Other payments due First Transit not covered by 1 (a) – 1 (f) above are delineated in the Schedule of Pricing and will be authorized in advance by the AVP, Transit Operations or designee. Invoices shall be submitted by the 10th day of each month to the AVP,

Transit Operations or designee. Payment to First Transit shall be within thirty days receipt of a properly prepared and fully-documented invoice.

i. Rail Car Maintenance/Rail Car Labor: Pursuant to Texas Administrative Code Sec. 3.290, maintenance services are considered a separated arrangement whereby labor and parts are segregated (i.e. not lump-sum). With respect to any Rail Car Maintenance services, First Transit shall provide an invoice which separates the charges for Rail Car Maintenance Labor from the Rail Car Maintenance Materials. Such invoicing shall have no impact on the total cost to DCTA as set forth in Exhibit B.

5.5 First Transit shall submit invoices for services rendered under this Agreement in accordance with the invoice instructions set forth in Exhibit "C". All invoices shall be submitted to:

DCTA  
Accounts Payable  
P. O. Box 96  
Lewisville, Texas 75067

#### **Article VI**

#### **Devotion of Time; Personnel; and Equipment**

6.1 First Transit shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should DCTA require additional services not included under this Agreement, First Transit shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by DCTA, and without decreasing the effectiveness of the performance of services required under this Agreement. Notwithstanding the above, First Transit shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed, while First Transit makes operational adjustments to meet DCTA requirements.

6.2 To the extent reasonably necessary for First Transit to perform the services under this Agreement, First Transit shall be authorized to engage the services of any agents, assistants, persons, or corporations that First Transit may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by First Transit.

6.3 First Transit shall furnish the equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 DCTA will provide the Operation and Maintenance Facility (OMF) in Lewisville, Texas. In accordance with state and federal law, DCTA shall be responsible for any environmental

conditions that existed on, in or under OMF prior to when First Transit occupies OMF. First Transit shall be responsible for any environmental condition on, in or under OMF caused by First Transit during its use and occupancy of OMF.

## **Article VII Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, First Transit is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by First Transit pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. First Transit shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

## **Article VIII Insurance**

First Transit shall provide and maintain for the duration of this Agreement, and for the benefit of DCTA (naming DCTA and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "C". First Transit shall provide signed Certificates of Insurance verifying that First Transit has obtained the required insurance coverage for DCTA prior to the Commencement Date of this Agreement.

## **Article IX Indemnification**

9.1 **FIRST TRANSIT AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND FIRST TRANSIT, OR INJURY, INCLUDING**

DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, FIRST TRANSIT, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON FIRST TRANSIT'S BEHALF, CAUSED BY FIRST TRANSIT, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THIS AGREEMENT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

9.2 FIRST TRANSIT ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. FIRST TRANSIT FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF FIRST TRANSIT. TO THE EXTENT FIRST TRANSIT IS OPERATING ON THE DART CORRIDOR, FIRST TRANSIT FURTHER AGREES TO INDEMNIFY DART TO THE SAME EXTENT AS SET FORTH IN THIS ARTICLE AND DCTA AGREES TO LIST DART AS AN ADDITIONAL INSURED.

9.3 FIRST TRANSIT, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON FIRST TRANSIT'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF FIRST TRANSIT'S OR ANY OTHER PERSON WORKING ON FIRST TRANSIT'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR FIRST TRANSIT UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF FIRST TRANSIT AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. FIRST TRANSIT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY FIRST TRANSIT UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

9.4 FIRST TRANSIT'S INDEMNITY OBLIGATIONS UNDER THIS ARTICLE SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES,

PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY FIRST TRANSIT, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY FIRST TRANSIT, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

9.5 FIRST TRANSIT SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY FIRST TRANSIT ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

9.6 FIRST TRANSIT'S INDEMNITY OBLIGATIONS UNDER THIS ARTICLE SHALL NOT APPLY TO THE EXTENT ANY LOSS, DAMAGES, FEES, PENALTIES, COSTS, LIABILITIES AND EXPENSES ARISE FROM OR ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DCTA, ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY PERSON WORKING ON DCTA'S BEHALF.

#### **Article X Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and First Transit may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

#### **Article XI Termination**

11.1 Termination for Convenience. DCTA may terminate all or part of this Agreement upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to First Transit. Upon termination under this provision, First Transit shall be entitled to payment in accordance with the terms of this Agreement for Agreement work completed before termination, and to payment for all reasonable

Agreement close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, First Transit shall submit an itemized invoice for all unreimbursed work completed before termination and contract close-out costs actually incurred by First Transit. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. First Transit is not entitled to any alleged lost profit on work not performed but which would have been performed had this Agreement not be terminated.

11.2 Termination for Default. If First Transit refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to First Transit, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. First Transit and its sureties shall be liable for any damage to DCTA resulting from First Transit's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not First Transit's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

11.3 Suspension for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

## **Article XII**

### **FTA Contractual Requirements**

First Transit shall comply with all Federal Transportation Administration requirements set forth in Exhibit "C".

## **Article XIII**

### **Miscellaneous**

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

13.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

13.3 Assignment. First Transit may not assign this Agreement in whole or in part without the prior written consent of DCTA. In the event of an assignment by First Transit to which DCTA has consented, the assignee shall agree in writing with DCTA to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

13.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

13.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

13.9 Recitals. The recitals to this Agreement are incorporated herein.

13.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA:

James C. Cline, Jr., P.E.  
President  
DCTA  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

With Copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

If intended for First Transit:

Bradley A. Thomas  
President

First Transit, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202

13.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

13.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.13 Audits and Records. First Transit agrees that during the term hereof DCTA and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of First Transit's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by DCTA or date of termination if sooner. To the extent allowed by law and in compliance with the Texas Public Information Act, DCTA shall protect the confidentiality of First Transit's proprietary or confidential information included in the data provided.

13.14 Conflicts of Interests. First Transit represents that no official or employee of DCTA has any direct or indirect pecuniary interest in this Agreement.

13.15 Compliance with Federal, State & Local Laws: First Transit shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, work strikes, stoppage of labor, labor shortages, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

*(signature page to follow)*



EXECUTED this 1<sup>ST</sup> day of July, 2016.

Denton County Transportation Authority

By: James C. Cline, Jr.  
James C. Cline, Jr., P.E., President

Approved as to form:

By: \_\_\_\_\_  
Peter G. Smith, General Counsel  
(06-28-16/77558)

EXECUTED this 1<sup>ST</sup> day of July, 2016.

First Transit, Inc.

By: Bradley A. Thomas  
Name: Bradley A. Thomas  
Title: President

EXECUTED this 1<sup>ST</sup> day of July, 2016.

Denton County Transportation Authority

By: James C. Cline, Jr.  
James C. Cline, Jr., P.E., President

Approved as to form:

By: Peter G. Smith  
for Peter G. Smith, General Counsel  
(06-28-16/77558)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

First Transit, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "A"**

**First Transit's Best and Final Offer dated June 8, 2016, to DCTA Solicitation 16-08,  
"A-Train Operations and Maintenance"**



First Transit, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Phone: 513-241-2200  
Fax: 513-684-8852

June 8, 2016

Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

**Re: Best and Final Offer – Solicitation 16-08 A-train Operations and Maintenance**

Dear Ms. Forrester,

On behalf of First Transit, Inc. (First) it is my pleasure to present this Best and Final Offer for Operations and Maintenance of A-train services managed by the Denton County Transportation Authority (DCTA). We believe we offer the experience, capability, resources, and flexibility to not only meet but exceed your goals and objectives for quality rail services. Our revised offer presents DCTA with direct cost savings while providing you with the quality, value, and economy to provide excellence in A-train operations. This savings results from a restructuring of our local operation team, cost allocations, and our confidence in partnering with Rio Grande Pacific Corporation (RGPC) and CTC, Inc.

The role of Maintenance of Way Manager will be replaced by a Maintenance of Way Supervisor, fully dedicated to A-train services. The Supervisor will provide all necessary quality control measures, compliance requirements, and maintenance management. Tom Tulley, General Manager, will provide all necessary senior management oversight, further supported by our Rail Executive Team and corporate oversight.

Based on this revision and consideration of all necessary costs, First has reduced our total cost by over \$115,000. This is reflected in a base term, year one (1) cost of \$12,004,730. Across the full 14 year contract term, our Best and Final Offer presents a total cost savings of over \$1.9 Million.

We firmly believe that First is best placed to deliver your service requirements, and are ready to take on the challenges of providing the highest quality operations for your customers. With our strong partnerships, operational transparency and a commitment for excellence, First will provide DCTA a service founded in safety, quality, customer service, and technology advancements.

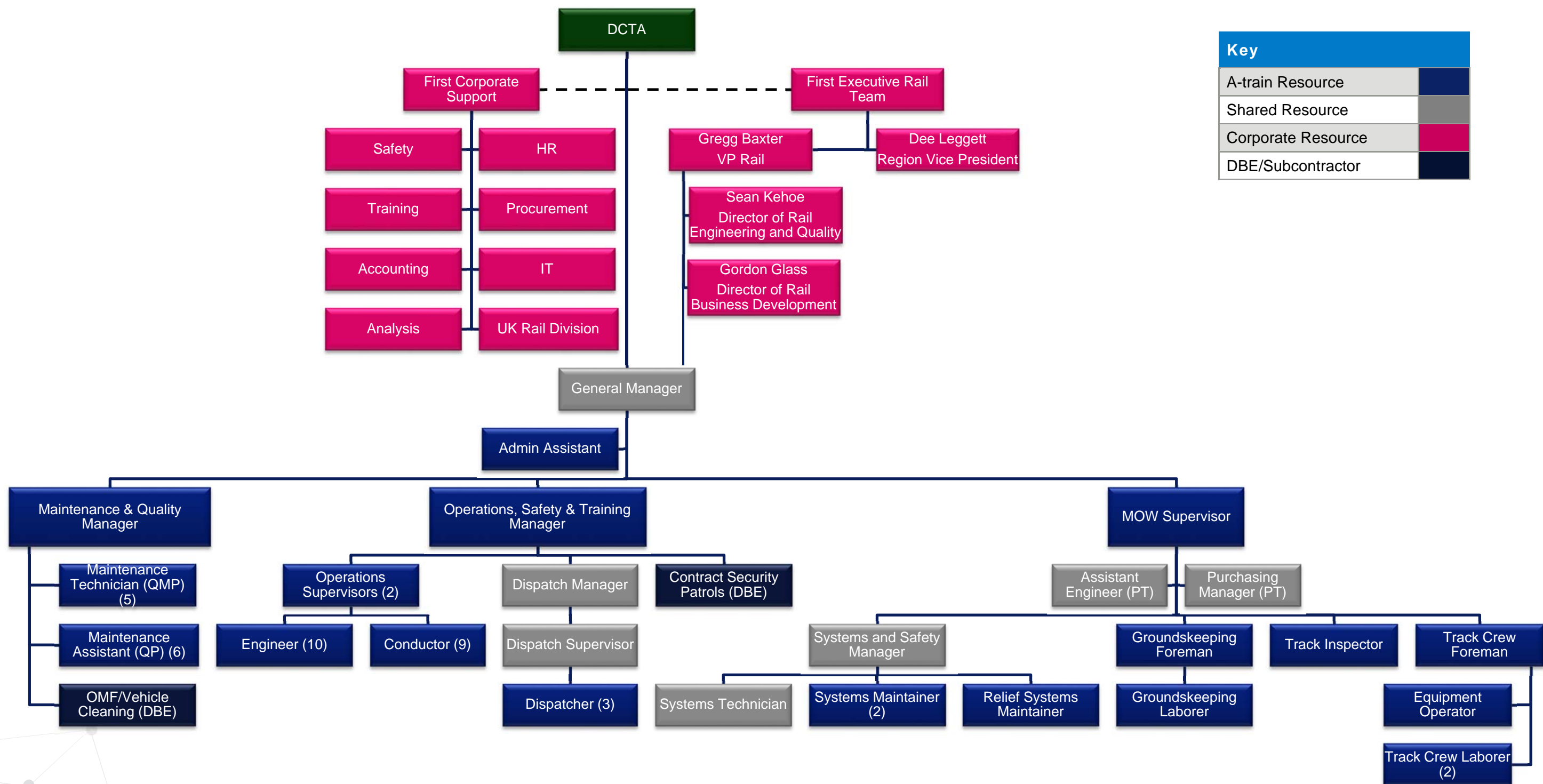
Should you have any questions regarding our submission, or would like to schedule a meeting to discuss, please contact Mr. Gregg Baxter, Vice President of Rail at 301-529-0233 or [Gregg.Baxter@firstgroup.com](mailto:Gregg.Baxter@firstgroup.com).

We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Thomas", written over a faint geometric line pattern.

Bradley A. Thomas,  
President, First Transit, Inc.





Price Schedule - Denton County Transportation Authority

FY17 - FY25 & OPTION FY26 - FY30

				Base Contract Period																				Option Period												
Item		Annual Units (NTE)	Unit	FY16 Rate	FY 16 Total	FY17 Rate	FY17 Total	FY18 Rate	FY18 Total	FY19 Rate	FY19 Total	FY20 Rate	FY20 Total	FY21 Rate	FY21 Total	FY22 Rate	FY22 Total	FY23 Rate	FY23 Total	FY24 Rate	FY24 Total	FY25 Rate	FY25 Total	FY16 Mobilization & FY17-FY25 Total	FY26 Rate	FY26 Total	FY27 Rate	FY27 Total	FY28 Rate	FY28 Total	FY29 Rate	FY29 Total	FY30 Rate	FY30 Total	FY26-FY30 Total	Total Base & Option
1	Train Crew Hours (annual estimated train hours)	14,500	Hours			\$ 128.55	\$1,863,975	\$ 135.64	\$1,966,780	\$ 137.99	\$2,000,855	\$ 142.21	\$2,062,045	\$ 146.52	\$2,124,540	\$ 150.99	\$2,189,355	\$ 155.58	\$2,255,910	\$ 160.33	\$2,324,785	\$ 165.24	\$2,395,980	\$19,184,225	\$ 170.31	\$2,469,495	\$ 175.53	\$2,545,185	\$ 180.93	\$2,623,485	\$ 186.53	\$2,704,685	\$ 192.29	\$2,788,205	\$13,131,055	\$32,315,280
2a	Car Miles - Vehicle Maint of Equipment (annual estimate 1 & 2 car consist) FY17-FY19. Refer to 2b for years FY20 - FY25 & Option Period.	449,350	Miles			\$ 3.52	\$1,581,712	\$ 3.63	\$1,631,141	\$ 3.74	\$1,680,569												\$4,893,422												\$4,893,422	
2b	Car Miles - Vehicle Maint of Equipment (annual estimate 1 & 2 car consist) FY20-FY25 & Option Period.	494,285	Miles									\$ 3.50	\$1,729,998	\$ 3.61	\$1,784,369	\$ 3.72	\$1,838,740	\$ 3.83	\$1,893,112	\$ 3.94	\$1,947,483	\$ 4.06	\$2,006,797	\$11,200,498	\$ 4.17	\$2,061,168	\$ 4.29	\$2,120,483	\$ 4.42	\$2,184,740	\$ 4.56	\$2,253,940	\$ 4.70	\$2,323,140	\$10,943,470	\$22,143,968
3	Management/Administrative/Overhead	12	Months			\$ 145,992.51	\$1,751,910	\$ 143,568.38	\$1,722,821	\$ 147,590.10	\$1,771,081	\$ 149,335.28	\$1,792,023	\$ 153,419.17	\$1,841,030	\$ 157,411.95	\$1,888,943	\$ 161,713.90	\$1,940,567	\$ 166,268.68	\$1,995,224	\$ 170,725.26	\$2,048,703	\$16,752,303	\$ 175,463.71	\$2,105,564	\$ 180,542.65	\$2,166,512	\$ 185,559.35	\$2,226,712	\$ 190,552.40	\$2,286,629	\$ 195,870.22	\$2,350,443	\$11,135,860	\$27,888,163
4	Dispatch Operations	12	Months			\$ 44,259.89	\$531,119	\$ 45,055.14	\$540,662	\$ 46,627.96	\$559,535	\$ 47,556.82	\$570,682	\$ 49,270.70	\$591,248	\$ 50,329.88	\$603,959	\$ 52,200.35	\$626,404	\$ 53,398.97	\$640,788	\$ 55,446.87	\$665,362	\$5,329,759	\$ 56,823.99	\$681,888	\$ 59,069.40	\$708,833	\$ 60,618.34	\$727,420	\$ 63,089.27	\$757,071	\$ 64,850.73	\$778,209	\$3,653,421	\$8,983,180
5a	Facility Maintenance / Maint of Way / Signals / Comms	12	Months			\$ 215,979.32	\$2,591,752	\$ 222,397.53	\$2,668,770	\$ 231,316.03	\$2,775,792	\$ 237,255.02	\$2,847,060	\$ 246,911.83	\$2,962,942	\$ 254,704.16	\$3,056,450	\$ 265,117.26	\$3,181,407	\$ 272,125.30	\$3,265,504	\$ 283,934.37	\$3,407,212	\$26,756,890	\$ 290,266.14	\$3,483,194	\$ 302,865.59	\$3,634,387	\$ 311,741.18	\$3,740,894	\$ 326,928.21	\$3,923,139	\$ 336,888.40	\$4,042,661	\$18,824,274	\$45,581,164
5b	Stadler GTW Maintenance (above capital threshold)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
5c	Maintenance of Way Requirements Beyond 25 feet (allowance)	1	Annual Allowance				\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$540,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$300,000	\$840,000
5d	Maintenance of Way Requirements Over Capital Threshold (allowance)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
6	Training Support	1	Annual			\$ 1.00	\$1	\$ 1.03	\$1	\$ 1.06	\$1	\$ 1.09	\$1	\$ 1.12	\$1	\$ 1.15	\$1	\$ 1.18	\$1	\$ 1.22	\$1	\$ 1.25	\$1	\$10	\$ 1.28	\$1	\$ 1.32	\$1	\$ 1.36	\$1	\$ 1.40	\$1	\$ 1.44	\$1	\$7	\$17
7	Diesel Fuel Reserve	350,000	Gallons			\$ 3.25	\$1,137,500	\$ 3.25	\$1,137,500	\$ 3.75	\$1,312,500	\$ 3.75	\$1,312,500	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$11,900,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$7,000,000	\$18,900,000
8	Asset Management & Technology	12	Months			\$ 5,108.03	\$61,296	\$ 6,688.98	\$80,268	\$ 6,801.89	\$81,623	\$ 6,931.80	\$83,182	\$ 7,049.37	\$84,592	\$ 7,200.75	\$86,409	\$ 7,323.18	\$87,878	\$ 7,464.35	\$89,572	\$ 7,591.88	\$91,103	\$745,923	\$ 7,637.22	\$91,647	\$ 7,787.98	\$93,456	\$ 7,941.44	\$95,297	\$ 8,079.87	\$96,958	\$ 8,239.89	\$98,879	\$476,237	\$1,222,160
9	Capital Reserve	1	Annual Allowance				\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$18,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$10,000,000	\$28,000,000
10	Capital Reserve Flagging Support	250	Hours			\$ 74.90	\$18,724	\$ 77.01	\$19,253	\$ 79.19	\$19,797	\$ 81.42	\$20,355	\$ 83.72	\$20,930	\$ 86.08	\$21,521	\$ 88.51	\$22,129	\$ 91.01	\$22,753	\$ 93.58	\$23,396	\$188,858	\$ 96.23	\$24,056	\$ 98.94	\$24,736	\$ 101.74	\$25,434	\$ 104.61	\$26,152	\$ 107.56	\$26,890	\$127,268	\$316,127
11	Crew Court Appearances	40	Hours			\$ 74.90	\$2,996	\$ 77.01	\$3,080	\$ 79.19	\$3,167	\$ 81.42	\$3,257	\$ 83.72	\$3,349	\$ 86.08	\$3,443	\$ 88.51	\$3,541	\$ 91.01	\$3,641	\$ 93.58	\$3,743	\$30,217	\$ 96.23	\$3,849	\$ 98.94	\$3,958	\$ 101.74	\$4,069	\$ 104.61	\$4,184	\$ 107.56	\$4,302	\$20,363	\$50,580
12	Miscellaneous Crew Costs	50	Hours			\$ 74.90	\$3,745	\$ 77.01	\$3,851	\$ 79.19	\$3,959	\$ 81.42	\$4,071	\$ 83.72	\$4,186	\$ 86.08	\$4,304	\$ 88.51	\$4,426	\$ 91.01	\$4,551	\$ 93.58	\$4,679	\$37,772	\$ 96.23	\$4,811	\$ 98.94	\$4,947	\$ 101.74	\$5,087	\$ 104.61	\$5,230	\$ 107.56	\$5,378	\$25,454	\$63,225
13	First Year Mobilization	1	LS	\$1,112,636	\$1,112,636																			\$1,112,636											\$0	\$1,112,636
14	Final Year Demobilization	1	Allowance																				\$1,000,000	\$1,000,000											\$0	\$1,000,000

GRAND TOTAL \$188,900,000

- Item

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- 1

Part I, Section 13: Sum of all hours that railcars operate including scheduled hours, test trains, and maintenance yard movements. This includes Special Trains. NTE hours are provided and if the hours increase in subsequent years, a contract modification will be issued. Refer to Scope of Work for more detail.
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Part I, Section 2: The Contractor shall provide all Management, Administration and Overhead necessary to fulfill the obligations of this contract as required to provide a safe and well-maintained Operations Maintenance Facility (OMF), safe and well-maintained passenger cars, on-time rain operations, and a safe and well-maintained corridor right of way. Refer to Scope of Work for more detail.
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Part II, Section 3: Dispatch is currently performed by the Contractor in Irving, TX at Trinity Railway Express (TRE). Currently, the DCTA dispatch office in Lewisville, Texas serves as the back-up/disaster recovery site. The bidder shall propose where they choose to dispatch. If the offeror chooses to dispatch primarily at a location other than DCTA, then the DCTA dispatch center at the OMF will serve as a backup. The PTC system uses a TSR workstation for dispatcher notification. The offeror shall have the capability to dispatch with DCTA's TSR PTC workstation. Refer to Scope of Work for more detail.
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Part IV: The Contractor shall perform track, right-of-way, buildings and structures, facilities, and signal and communications maintenance, generally as described in this Contract, under the daily supervision of the Contractor's Maintenance personnel, and under the oversight of DCTA. The Contractor shall inspect and maintain all bridges, culverts, pedestrian overpasses, and structures to insure a safe and reliable service. All maintenance shall be performed by the Contractor in accordance with FRA, AAR Standards and AREMA recommended practices and in accordance with the mutually agreed upon maintenance plan.
- 5b

Part III, Section 1: The Contractor shall develop and implement a Fleet Management and Equipment Maintenance Plan within a Conditioned Based Maintenance (CBM) Program. The CBM shall cover all necessary elements of DCTA's Service Property, Rolling Stock and Equipment, and ensure high reliability and a high level of performance for the term of this Contract. The Contractor shall comply in full with FRA requirements for maintenance. Annual allowance for Maintenance of Equipment above \$10,000 contract threshold. Refer to Scope of Work for more detail.
- 5c

Annual allowance for Maintenance of Way beyond 25 feet of the nearest running rail.
- 5d

Annual allowance for Maintenance of Way above \$10,000 contract threshold.
- 6

The Contractor shall establish a training program to support all contractor & subcontractor personnel and DCTA & 3rd party contractors that may need access to Right of Way. Estimate 2 training classes per month with class size not to exceed 25 people.
- 7

A Reserve has been established for fuel expense and shall be a pass-through cost. No markup is allowed. Estimates have been provided and should fuel use or price increase in subsequent years, a contract modification will be issued.
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Part I, Section 5 & 6: Contractor will assist DCTA to the fullest extent possible, with meeting the requirements of the Federal Program: Fixing America's Surface Transportation Act (FAST). Refer to Scope of Work for more detail.
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A reserve has been established for capital work. Prior to each fiscal year, the contractor shall work with DCTA to identify a capital program for the next fiscal year. This shall be negotiated in good faith by both parties based on need. Prior to capital work being performed, the contractor shall obtain written approval from DCTA, and all required procurement procedures shall be met.
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Prior to each fiscal year, the contractor shall work with DCTA to identify a flagging program to support the annual capital program. Please provide a rate that encompasses all flagging requirements.
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Crew court appearances as required to support fare enforcement and miscellaneous operations.
- 12

Miscellaneous crew costs to support non-routine operating activities.
- 13

One year mobilization cost (after notice to proceed).
- 14

Demobilization allowance available during last year of contract if contract not terminated for cause.

All line items excluding Reserves & Allowances shall include a fully burdened rate to include Profit.



Price Schedule - Denton County Transportation Authority

FY17 - FY25 & OPTION FY26 - FY30

				Base Contract Period																				Option Period												
		Annual Units (NTE)	Unit	FY16 Rate	FY 16 Total	FY17 Rate	FY17 Total	FY18 Rate	FY18 Total	FY19 Rate	FY19 Total	FY20 Rate	FY20 Total	FY21 Rate	FY21 Total	FY22 Rate	FY22 Total	FY23 Rate	FY23 Total	FY24 Rate	FY24 Total	FY25 Rate	FY25 Total	FY16 Mobilization & FY17-FY25 Total	FY26 Rate	FY26 Total	FY27 Rate	FY27 Total	FY28 Rate	FY28 Total	FY29 Rate	FY29 Total	FY30 Rate	FY30 Total	FY26-FY30 Total	Total Base & Option
1	Train Crew Hours (annual estimated train hours)	14,500	Hours			\$ 128.55	\$1,863,975	\$ 135.64	\$1,966,780	\$ 137.99	\$2,000,855	\$ 142.21	\$2,062,045	\$ 146.52	\$2,124,540	\$ 150.99	\$2,189,355	\$ 155.58	\$2,255,910	\$ 160.33	\$2,324,785	\$ 165.24	\$2,395,980	\$19,184,225	\$ 170.31	\$2,469,495	\$ 175.53	\$2,545,185	\$ 180.93	\$2,623,485	\$ 186.53	\$2,704,685	\$ 192.29	\$2,788,205	\$13,131,055	\$32,315,280
2a	Car Miles - Vehicle Maint of Equipment (annual estimate 1 & 2 car consist) FY17-FY19. Refer to 2b for years FY20 - FY25 & Option Period.	449,350	Miles			\$ 3.52	\$1,581,712	\$ 3.63	\$1,631,141	\$ 3.74	\$1,680,569												\$4,893,422											\$4,893,422		
2b	Car Miles - Vehicle Maint of Equipment (annual estimate 1 & 2 car consist) FY20-FY25 & Option Period.	494,285	Miles									\$ 3.50	\$1,729,998	\$ 3.61	\$1,784,369	\$ 3.72	\$1,838,740	\$ 3.83	\$1,893,112	\$ 3.94	\$1,947,483	\$ 4.06	\$2,006,797	\$11,200,498	\$ 4.17	\$2,061,168	\$ 4.29	\$2,120,483	\$ 4.42	\$2,184,740	\$ 4.56	\$2,253,940	\$ 4.70	\$2,323,140	\$10,943,470	\$22,143,968
3	Management/Administrative/Overhead	12	Months			\$ 145,992.51	\$1,751,910	\$ 143,568.38	\$1,722,821	\$ 147,590.10	\$1,771,081	\$ 149,335.28	\$1,792,023	\$ 153,419.17	\$1,841,030	\$ 157,411.95	\$1,888,943	\$ 161,713.90	\$1,940,567	\$ 166,268.68	\$1,995,224	\$ 170,725.26	\$2,048,703	\$16,752,303	\$ 175,463.71	\$2,105,564	\$ 180,542.65	\$2,166,512	\$ 185,559.35	\$2,226,712	\$ 190,552.40	\$2,286,629	\$ 195,870.22	\$2,350,443	\$11,135,860	\$27,888,163
4	Dispatch Operations	12	Months			\$ 44,259.89	\$531,119	\$ 45,055.14	\$540,662	\$ 46,627.96	\$559,535	\$ 47,556.82	\$570,682	\$ 49,270.70	\$591,248	\$ 50,329.88	\$603,959	\$ 52,200.35	\$626,404	\$ 53,398.97	\$640,788	\$ 55,446.87	\$665,362	\$5,329,759	\$ 56,823.99	\$681,888	\$ 59,069.40	\$708,833	\$ 60,618.34	\$727,420	\$ 63,089.27	\$757,071	\$ 64,850.73	\$778,209	\$3,653,421	\$8,983,180
5a	Facility Maintenance / Maint of Way / Signals / Crosso	12	Months			\$ 215,979.32	\$2,591,752	\$ 222,397.53	\$2,668,770	\$ 231,316.03	\$2,775,792	\$ 237,255.02	\$2,847,060	\$ 246,911.83	\$2,962,942	\$ 254,704.16	\$3,056,450	\$ 265,117.26	\$3,181,407	\$ 272,125.30	\$3,265,504	\$ 283,934.37	\$3,407,212	\$26,756,890	\$ 290,266.14	\$3,483,194	\$ 302,865.59	\$3,634,387	\$ 311,741.18	\$3,740,894	\$ 326,928.21	\$3,923,139	\$ 336,888.40	\$4,042,661	\$18,824,274	\$45,581,164
5b	Stadler GTW Maintenance (above capital threshold)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
5c	Maintenance of Way Requirements Beyond 25 feet (allowance)	1	Annual Allowance				\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$540,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$300,000	\$840,000
5d	Maintenance of Way Requirements Over Capital Threshold (allowance)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
6	Training Support	1	Annual			\$ 1.00	\$1	\$ 1.03	\$1	\$ 1.06	\$1	\$ 1.09	\$1	\$ 1.12	\$1	\$ 1.15	\$1	\$ 1.18	\$1	\$ 1.22	\$1	\$ 1.25	\$1	\$10	\$ 1.28	\$1	\$ 1.32	\$1	\$ 1.36	\$1	\$ 1.40	\$1	\$ 1.44	\$1	\$7	\$17
7	Diesel Fuel Reserve	350,000	Gallons			\$ 3.25	\$1,137,500	\$ 3.25	\$1,137,500	\$ 3.75	\$1,312,500	\$ 3.75	\$1,312,500	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$11,900,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$7,000,000	\$18,900,000
8	Asset Management & Technology	12	Months			\$ 5,108.03	\$61,296	\$ 6,688.98	\$80,268	\$ 6,801.89	\$81,623	\$ 6,931.80	\$83,182	\$ 7,049.37	\$84,592	\$ 7,200.75	\$86,409	\$ 7,323.18	\$87,878	\$ 7,464.35	\$89,572	\$ 7,591.88	\$91,103	\$745,923	\$ 7,637.22	\$91,647	\$ 7,787.98	\$93,456	\$ 7,941.44	\$95,297	\$ 8,079.87	\$96,958	\$ 8,239.89	\$98,879	\$476,237	\$1,222,160
9	Capital Reserve	1	Annual Allowance				\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$18,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$10,000,000	\$28,000,000
10	Capital Reserve Flagging Support	250	Hours			\$ 74.90	\$18,724	\$ 77.01	\$19,253	\$ 79.19	\$19,797	\$ 81.42	\$20,355	\$ 83.72	\$20,930	\$ 86.08	\$21,521	\$ 88.51	\$22,129	\$ 91.01	\$22,753	\$ 93.58	\$23,396	\$188,858	\$ 96.23	\$24,056	\$ 98.94	\$24,736	\$ 101.74	\$25,434	\$ 104.61	\$26,152	\$ 107.56	\$26,890	\$127,268	\$316,127
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13	First Year Mobilization	1	LS	\$1,112,636	\$1,112,636																			\$1,112,636											\$0	\$1,112,636
14	Final Year Demobilization	1	Allowance																				\$1,000,000												\$0	\$1,000,000
				\$1,112,636		\$12,084,790		\$12,234,136		\$12,468,890		\$12,865,174		\$13,377,380		\$13,916,136		\$14,491,592		\$15,106,977		\$15,762,232		\$14,768,674		\$15,362,497		\$15,993,140		\$16,657,980		\$16,776,136		\$77,637,408		

- Item

Notes
- 1

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**EXHIBIT "B"**

**Addenda Nos. One through Seven to DCTA Solicitation 16-08,  
"A-Train Operations and Maintenance"**



May 13, 2016

**ADDENDUM NO. Seven**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

**Revised Price Schedule**

The width of the columns has been increased. This is the only change made to the price schedule.



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

Firm/Representative

April 27, 2016

**ADDENDUM NO. Six**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Questions received and their corresponding responses.

Revised language per the attached spreadsheet.

Addition of the following items:

Question 272, MOE Materials Used

Question 183, MOE Summary

Appendix 1 Price Schedule



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

Firm/Representative

April 25, 2016

**ADDENDUM NO. Five**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Change to Proposal Due Date:

From: May 4, 2016 at 2:00 pm

To: **May 18, 2016 at 3:00 pm**

Interviews

Interviews will be rescheduled from May 19, 2016 to June 2, 2016

Performance and Payment Bonds

DCTA will agree to accept annually renewable performance and payment bonds. The responses to the questions will be updated to reflect this change.

Proposal Evaluation and Submittal Information

Tab U (i)

Add the following statement: In the event audited financial documents are not available at the time proposals are due, Contractor shall submit unaudited financial documents with the proposal as required herein. DCTA will allow the contractor to submit audited financial documents fourteen (14) calendar days after proposals are due. Failure to provide audited financial documents may be cause for proposal being determined non-responsible and shall not be considered for award.



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

Firm/Representative

April 21, 2016

**ADDENDUM NO. Four**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Questions received and their corresponding responses.

Revised language per the attached spreadsheet:

Addition of the following items:

- Question 94: DCTA Loss Run
- Question 117: DCTA Rider Alert Manual
- Question 144: DCTA Price Schedule
- Question 166: FEMA Work Repairs
- Question 169: Incidents
- Question 175: Stadler Engine Hours
- Question 242: Visio DCTA TMDS
- Question 245: Light Bulb Specs



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

April 18, 2016

**ADDENDUM NO. Three**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

**Questions received and their corresponding responses.**

**Delete the following documents and replace with the attached revised documents:**

Addendum 3 Appendix 1 Price Schedule

Question 34: Rail Grinding Oct 2012 (revised)

Question 64: DCTA Material Inventory (revised)

**Addition of the following items:**

Question 33: Concrete Tie Cant Testing

Question 36: Track Inspections

Question 42: Signal Records

Question 46: Reference Documents

Question 165: Image

MOE Inventory Stadler



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

Firm/Representative



April 15, 2016

**ADDENDUM NO. TWO**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

*Agency responses to questions date is being extended*

**Special Provisions, Section 1. Procurement Schedule**

FROM:

Agency Responses - Friday, April 15

TO:

Agency Responses – Monday, April 18

*Athena Forrester*

Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

April 6, 2016

**ADDENDUM NO. ONE**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

**Questions received and their corresponding responses.**

**Addition of the following items:**

- Question 17: Monthly Report Example
- Question 34: Rail Grinding Oct 2012
- Question 37: DART Access Agreement and Easement
- Question 43: DCTA GE PTC Contract
- Question 64: DCTA Material Inventory

**Sign-In Sheets from Pre-Proposal Meeting held on Monday, April 4, 2016.**



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

Question	Section Reference	Question Received	DCTA Response	
1	Pricing	Pricing Schedule - note 1 & 2	These notes reference Part 1, section 7 of the RFP. Should this actually reference Part 1, section 13?	Yes. This should reference Part 1, Section 13. A revised pricing sheet will be provided in Addendum Two.
2	Pricing	Part 1, Section 13	Please confirm that scheduled hours included in the definition is the total time from when the train leaves the yard until it returns, including standing time at stations at each end of the route.	Yes, this includes dwell time (standing time) at all stations.
3	Pricing	Part 1, Section 13	The section states the if the hours and miles are increased then it will be treated as a contract variation. Please confirm how a reduction in either miles or hours will be treated.	The contractor will be paid for actual miles and hours based on the rates established by the contractor in the price schedule. The total miles and hours shall be considered a not to exceed amount. DCTA expects to be billed and shall pay for the actual miles and hours delivered. Miles and hours in excess of the contract amounts shall be treated as a contract modification.
4	Pricing	Part 1, Section 13	Please confirm for Car Miles our interpretation that if two coupled cars complete return journey from DDTC to Trinity Mills then this would be 84 car miles, but if one car completed the same journey it would only be 42 car miles.	Yes, a two car consist making one round trip would be calculated as 2 cars X (21 miles X 2) = 84 car miles. If the consist only had one car, then the calculation would be 1 car X (21 miles X 2) = 42 car miles.
5	Pricing	Pricing Schedule	We note that you require us to insert the mobilization cost in the pricing schedule. Please confirm that this is reimbursable from the authority, and when this will be paid.	Mobilization costs will be paid after Notice to Proceed and upon receipt of invoice.
6	Evaluation	Pricing Schedule	Please explain how mobilization costs will be treated in evaluating the bidders, as the incumbent would appear to have an in built advantage.	The mobilization costs will be evaluated as part of the price schedule.
7	Option	Pricing Schedule	Please confirm the price used in the evaluation will be the Total Base and Option price (Grand Total at the bottom right of the table.)	Yes, price used in evaluation will be Total Base plus Total Option. A revised Price Schedule will be issued in Addendum Two.
8	Staff	RFP Section Part 1, section 2	Please explain the distinction, if any between 'key staff' noted in clause 2.7 and the management team in 2.5.	There is no distinction. They are the same.
9	KPI	RFP Section Part 1, section 3 & section 9	Please can the authority confirm the effects on the KPIs caused by the items mentioned in section 7 will not count towards failure to meet the appropriate KPIs? As an example if there is a crossing accident, then provided the operator makes the repair within the required four hours then it will not be liable for delays to service or lack of availability of equipment, MoW or Signals.	The offeror needs to clarify the question better.
10	Incentives and Penalties	RFP Section Part 1, section 8.2	The penultimate paragraph suggests that the contract could be terminated without a cure notice being issued and makes no mention of a disputes resolution process. Please can the authority confirm that these matters can be addressed in the discussions over KPI criteria included in the NOTE in the last paragraph of this section?	Part 1, Section 8.2, paragraph 2 clarifies that a cure notice may be issued. The dispute resolution process is noted in the Special Provisions in Section 12.9. KPI criteria discussions are welcomed at any time.
11	Service Level Expectations	RFP Section Part 1, section 9.1	Please confirm whether the operator is responsible for rerailling and recovery of freight trains operating on the route.	The offeror is not responsible for rerailling freight trains or the recovery of freight trains.



12	Service Level Expectations	RFP Section Part 1, section 9.1	Please can the authority confirm that they are responsible for both putting bus bridging in place and the resultant cost.	DCTA is responsible for establishing bus bridges and the resultant costs.
13	Service Level Expectations	RFP Section Part 1, section 9.1	The final paragraph suggests that the Train Operations provider may be different to that of MOE, MOW, Signals and Communications. Please can the authority confirm it is intending placing a signal turnkey contract with a Prime Contractor, who may have subcontractors performing work in other areas under the Prime Contractor's direction.	This is a bundled services (turnkey) contract.
14	Stations and Park and Rides	RFP Section Part 1, section 10.4	Please confirm what responsibility the contractor will have for the ticket vending machines (e.g. maintenance, restocking tickets & cash collection, etc.).	The offeror will not have any responsibility for ticket vending machines (TVMs). TVMs are handled by DART.
15	Stations and Park and Rides	RFP Section Part 1, section 10.4	Please confirm if the contractor is responsible for the maintenance of the parking lots at the stations mentioned.	The offeror is responsible for maintenance of the station parking lots and platforms (excluding Trinity Mills). Revised language will be issued soon.
16	Stations and Park and Rides	RFP Section Part 1, section 10.4	Please confirm if the contractor is responsible for the grounds maintenance & vegetation control at the stations mentioned.	The offeror is responsible for maintenance and vegetation control within 25 feet of the nearest running rail. The offeror is not responsible for landscape maintenance at the stations. Revised language will be issued soon.
17	Monthly Reports	RFP Section Part 1, section 12.4	Please provide sample copies of the reports mentioned in these sections.	See attached document labeled: Question 17 Monthly Report Example
18	Special Events	RFP Section Part II, section 1	This paragraph says that the operator will be paid for special events for 'actual costs incurred, overhead and profit excluded', but the final note on the pricing schedule (un-numbered says all rates 'shall include a fully burdened rate to include Profit'. Please can you confirm that Part II, paragraph 1 should say 'overhead and profit included'.	For special events, the offeror shall provide the fully burdened rate, including overhead and profit. Revised language will be issued soon.
19	Inventory Levels	RFP Section Part III, section 2.2	Can the Authority please confirm the material inventory (e.g. consumables, maintenance kits, repairable items, overhaul spares, tools, parts etc.), including quantities, that will be transfer over to the new contract and be made available free of charge, to cover the first six months at contract commencement.	Current inventories will be transferred to the new contract free of charge. Currently, we have 3 months of estimated inventories. Upon award of the contract, the winning contractor will need to purchase the remaining inventory levels.
20	Inventory Levels	RFP Section Part III, section 2.2	Can the Authority please confirm whether at the end of this contract currently being procured, the future contractor will also be required to provide a material inventory (e.g. consumables, maintenance kits, repairable items, overhaul spares, tools, parts etc.), free of charge for the next contract.	Yes, at the end of the contract, inventories will be transferred free of charge to the next contract.
21	Shared Corridor	RFP Section Part IV, section 2.14	Can the authority confirm that the contractor will be responsible for damage repairs be caused by freight operation on the shared route? Secondly who is liable for the cost of that repair?	The offeror is not responsible for damages caused by freight trains. DGNO is responsible for repairs caused by freight trains.
22	Dispatch	RFP part II, section 4	Please confirm the license ownership and service contract status with Wabtec (TMDS)?	DCTA owns the license. There is no service contract. The new contractor will be responsible for establishing a service contract.
23	Dispatch	RFP part II, section 6	Who is the current MPLS provider, and can you confirm status on current contract terms?	Verizon is the current provider. The current contract terms are month to month.
24	Dispatch	RFP part II, section 4	Can you confirm the current version of TMDS?	3.5.685.13

25	Dispatch	RFP part II, section 4	Please confirm ownership of the hardware platform at the Lewisville dispatch location? Also any owned hardware at the Irving dispatch center.	DCTA owns the hardware platform. DCTA does not own a hardware platform in Irving.
26	Dispatch	RFP part II, section 6	Please confirm the ownership of the ENS numbers that are currently used by the DCTA?	DCTA owns the ENS numbers.
27	Dispatch	RFP part II, section 4	Are the radios, phones, and Wabtec terminals at the Lewisville dispatch office under a service contract or warranty? Please provide any relevant documents.	There is no service contract or warranty. The contractor shall make provisions to include equipment under a service contract and replace equipment based on standard useful life. DCTA will be responsible for the capital equipment costs.
28	Dispatch	RFP part II, section 4	Are there currently any software or hardware limitations that would prevent dispatch from being fully functional at the location?	There are no software or hardware limitations.
29	Dispatch	RFP part II, section 4	As part of the site visit, can we visit the dispatch facility where DCTA's current contractor dispatches the A Train?	A site visit is not required at TRE, as this only applies to the incumbent. Dispatching will occur at DCTA or at a remote location as defined by the offeror.
30	Comms	RFP part IV, section 7	Please provide any service contracts related to the equipment in both the north and south tower to allow us to fully understand your requirements	There are no service contracts. The contractor is responsible for implementing a service contract with appropriate vendors.
31	MOW	RFP part IV, section 2.15&2.16	Can you define the limits of vandalism/graffiti remediation at the Lake Dallas bridge? Are there any areas of the bridge (e.g. close to the water line) that are exempt from the requirement of the RFP	The contractor is not responsible for vandalism/graffiti remediation on the Lake Dallas bridge.
32	MOW	RFP part IV, section 2	Please provide rail testing records for last 5 years to allow us to better understand and cost our proposal.	We will work to provide this information soon. As information, the railroad is 5 years old.
33	MOW	RFP part IV, section 2	Please provide concrete tie testing records for last 5 years to allow us to better understand and cost our proposal.	DCTA is working to gather this information and will provide as soon as it is available
34	MOW	RFP part IV, section 2	Please provide rail grinding reports (if any) to allow us to better understand such activity to date and cost our proposal.	See attached document labeled: Question 34 Rail Grinding Oct 2012
35	MOW	Special Provisions 28 c	Can the authority confirm that paragraph c only refers to equipment owned by the Contractor, used exclusively by the Contractor on the authority property, whose purchase has been included in pricing supplied to the authority and that the authority by buying the service from the contractor has substantially paid for the entire purchase price of that asset?	Yes, this only refers to equipment owned by the Contractor, used exclusively by the Contractor on the authority property, whose purchase has been included in pricing supplied to the authority and that the authority by buying the service from the contractor has substantially paid for the entire purchase price of that asset.
36	MOW	RFP part IV, section 2	Can the authority provide track inspection reports for most recent 18 months to allow us to better understand and cost our proposal?	DCTA is working to gather this information and will provide as soon as it is available
37	MOW	RFP part IV, section 2.14	Can the authority provide the joint use of facilities/ trackage rights agreement with DGNO to allow us to better understand and cost our proposal?	See attached document labeled: DART Access Agreement
38	Signal	RFP part 1, section 9	Please confirm additional time beyond eight hours will be granted in the event of an accident or incident that causes significant damage, (ex. a complete signal house replacement) to the signal house?	Yes; however, events of this magnitude are infrequent. Repairs for extraordinary events will need to be cleared by the DCTA President or designee on a case by case basis.

39	Signal	RFP part IV, section 5	Does the PTC implementation contractor support need to be priced in this contract? If so, what is the anticipated schedule for the PTC implementation contractor? And should that amount be capped, given that PTC implementation could take an extended period of time?	The PTC implementer is responsible for reasonable support costs incurred by the rail o & m contractor. The rail o & m contractor shall be responsible for the ongoing maintenance of the PTC system once commissioned; however, DCTA does not expect for the PTC solution to be a significant addition of responsibilities over what is expected for signals and communications operations. It is expected to be as part of the daily responsibilities of the contractor. DCTA will implement a long term services contract with Alstom to be used by the rail o & m contractor. Our understanding is that the E-ATC system requires little ongoing support costs. PTC is expected to go live in June 2017.
40	Signal	RFP	How many standby generators are currently available? Who owns them and is there any charges for their use?	There are no standby generators for our signal system.
41	Signal	RFP Part IV, Section 2.14	Will DGNO be responsible for any repairs associated with damage due to freight operations?	DGNO is responsible for all damages as a result of freight operations.
42	Signal	RFP part IV, Section 4.2	Can the authority provide monthly signal maintenance material costs for the last five years to allow us to better understand and cost our proposal?	DCTA is working to gather this information and will provide as soon as it is available
43	PTC	RFP part IV, Section 6	Please can you supply a copy of the contract between Alstom and DCTA to ensure we understand the implementation periods and plans, warranty and other provisions that may affect our pricing?	See attached document labeled: DCTA GE PTC Contract final
44	MOE	RFP Part III, Section 2.2	Can the authority please provide the OEM parts Catalogue for the Stadler DMU's?	There is no OEM parts catalog for the Stadler DMUs. Currently, we call Stadler when we need parts.
45	MOE	RFP Part III, Section 2.3	Can the authority provide the material usage data for all materials used to support the operation and maintenance of the Stadler DMU's since the start of the operations?	DCTA is responsible for purchasing all equipment related to Where's My Ride (WMR). The contractor is responsible for the maintenance of the system. There are no special materials or tools used to maintain the system. Upon request of DCTA, the contractor troubleshoots the system. This is a labor function, not materials. The winning offeror will receive proper training.
46	MOE	Appendix 14 Stadler Maintenance Manual, Section 10 Other Documentation	Can the authority please provide the reference documentation referenced in section 10 of the Stadler Maintenance Manual?	DCTA is working to gather this information and will provide as soon as it is available
47			Section 2.4 of the Scope of Work allows the Contractor to use certain staff over more than one project, so long as the performance on the Project is maintained. Due to the proximity of the TRE operations for the incumbent, they can easily share resources between the two projects. This would enable a management and supervisory team to lead both projects and thus reduce the cost attributable to DCTA alone, which provides a major price advantage to any bidder in that position.	This is not an advantage of the incumbent. Sharing of management or supervisory staff is not practiced between TRE and DCTA, only dispatch. All bidders are encouraged to leverage management in a shared concept so that DCTA is not taking on the full burden of the positions. The dispatch function can be performed remotely.

48			Section 4 of the Scope of Work regarding dispatching allows the Contractor to perform dispatching remotely. The incumbent would therefore be permitted to provide dispatching services from the adjacent TRE site. By doing so, the incumbent will be capable of developing synergies with staffing at TRE which will significantly reduce cost from another Contractor who would need to establish a completely dedicated dispatching crew for DCTA. . This represents a major cost advantage that would be impossible to offset.	This is not an advantage to the incumbent. The current shared dispatch agreement between DCTA and TRE will expire on September 30, 2016. DCTA dispatching can occur at a remote location as defined by the offeror, as long as there is a primary and secondary location.
49			Section 9.2 of the Scope of Work does not require the Contractor to have any heavy equipment (geometry car, tie inserter, ballast regulator, tamper, etc.) on site to perform certain planned maintenance activities. Instead, the Contractor is encouraged to enter into agreements with reputable maintenance of way equipment providers. However, because the incumbent already has such equipment available in the area due to its ongoing activity at DCTA and TRE, this is another price advantage that a new Contractor would have to overcome.	Unless the operation is a start-up property, it is difficult to completely level the playing field. DCTA worked hard to level the process as much as possible.
50			The Price Schedule in Appendix 1 uses the full price provided for the calculation and does not reduce weighing for mobilization costs. Because the cost of mobilization for the incumbent is almost inexistent, while the mobilization cost for a new Contractor is substantial, this is another obstacle to overcome for the incumbent.	We appreciate the feedback and concern. Unless the operation is a start-up property, it is difficult to completely level the playing field. DCTA worked hard to level the process as much as possible.
51			The RFP period of only 2 months is not sufficient to develop a truly competitive proposal. An additional month (with a due date of June 4, 2016) would allow us more time to increase our competitiveness.	We will not grant an additional month at this time.
52			Under section “Required Federal Clauses”, page 109, there is an authorization for release of financial information. Does Agency warrant to contractor that financial information will not be publically disclosed in any way?	DCTA will provide a response to this question in the next round of responses
53			If an entity only maintains reviewed financial statements versus audited financial statements, will that disqualify contractor?	DCTA will provide a response to this question in the next round of responses
54			Are the current operations/maintenance employees under RRB or are they under Social Security?	Dispatch is covered in RRB. All other employees are under social security.
55			With respect to PTC and Alstom system, contractor has concerns about being obligated to have maintenance and repair responsibility over a system of which contractor has little understanding of true scope of costs and which will be new, untested and with little or no track record that would help us to determine expected normal maintenance costs over duration of contract. Can this system be more completely defined?	Please see the attachment of the agreement between DCTA and Alstom/GE for specific information. Additionally, this system is FRA type approved and is utilized by several commuter rail properties. The PTC implementer is responsible for reasonable support costs incurred by the rail o & m contractor. The rail o & m contractor shall be responsible for the ongoing maintenance of the PTC system once commissioned; however, DCTA does not expect for the PTC solution to be a significant addition of responsibilities over what is expected for signals and communications operations. It is expected to be as part of the daily responsibilities of the contractor. DCTA will implement a long term services contract with Alstom to be used by the rail o & m contractor. Our understanding is that the E-ATC system requires little ongoing support costs. PTC is expected to go live in June 2017.

56			TAB R – Innovations – you are asking for innovations to be reflected in price schedule. Could you please further clarify how you would like contractor to reflect on price sheet?	Please provide a price schedule without innovations and a price schedule with innovations savings.
57			Mobilization – In the Special Provisions it indicates that the Authority contemplates awarding the bid in June of 2016 and anticipates that the contract will become effective on October 1, 2016. However, in Appendix 1 (Price Schedule) it calls for a lump sum, one year proposal for Mobilization in FY 16. Is it the intent of the Authority that no monies can be expended by the Contractor prior to October 1, 2016, the effective date of the contract?	Fiscal Year 2016 began on October 1, 2015 and ends September 30, 2016. Fiscal Year 2017 begins October 1, 2016. Mobilization costs will be paid after Notice to Proceed and upon receipt of invoice.
58			If the answer to the above question is “yes” -- how can the contractor mobilize at the same time it is scheduled to begin revenue service?	Please reference question above.
59			If the Contractor is allowed to mobilize upon the award of the contract in June, that would leave about 3 months for mobilization prior to revenue service. Either way (3 months or 0 months prior to revenue service) it would seem that the fundamental question in this regard is: How does the Authority envision the one year mobilization period to functionally dovetail with the start-up of revenue service by the Contractor?	Please reference Appendix 1 Price Schedule. The mobilization is listed as a lump sum unit of payment. First year is used to differentiate from final year demobilization.
60			How does the Authority see the new Contractor transitioning with the old Contractor?	Our current operator is extremely professional. In the event of a transition, we foresee a smooth transition.
61			Can FY 16 money be expended in FY 17?	FY16 monies for operations cannot be expended in FY17. Monies allocated for capital expenditures are life to date and can span multiple fiscal years if budgeted in the current or future fiscal years.
62			Contractor Accountability – In a number of instances in the RFP it is stated that the Contractor will be held accountable or held liable for substandard performance. Other than for Gross Negligence, as discussed in 15 of the Special Provision, are all of the consequences for substandard performance spelled out in Part I, 8.2 of the Scope?	Yes, this is correct.
63			MOE Inventory – The preface to Part III of the Scope states that the Contractor shall provide all materials, supplies and equipment for MOE, except for DCTA inventory. And further, that the Contractor shall be responsible for maintaining the inventory during the life of the contract. In Part III, 2.2 it goes on to say that the Contractor shall be responsible for maintaining an inventory consisting of ‘6 months’ worth of materials, tools, parts, etc.” – and must turn over 6 months’ worth of inventory to DCTA at the end of the contract. Is it correct to interpret the above inventory provisions, as follows?	Yes, this is correct.
			1. At the beginning of the contract, DCTA will provide, at its expense, all of the inventory in the DCTA listed inventory at a 6 month level.	Currently, DCTA has 3 months worth of inventories. The winning contractor is responsible for purchasing the remaining inventory levels.
			2. The Contractor will be responsible for the cost of restocking to the same 6 months’ level during the course of the contract and for leaving the inventory fully stocked (6 month level) at the end of the contract.	Yes, this is correct.

64			What items are listed in the DCTA inventory?	See attached document: DCTA Material Inventory
65			Is there a definition of what constitutes a capital item or capital expense?	DCTA will provide a response to this question in the next round of responses
66			Under the Price Schedule in the Scope (Part I, 13 – Additional Definitions) it would seem to say that where there is a need to address a capital expense for MOW and Stadler GTW maintenance, the Contractor would pay for the first \$10,000 of the Capital Expense and DCTA would foot the bill for the balance, and that this would be the case for each occurrence of such a capital expense. Alternatively, it could also be interpreted that any capital expense below \$10,000 should be the responsibility of the contractor but for any capital expense above \$10,000, the entire expense would be the responsibility of the DCTA. Which interpretation is correct?	The contract threshold is established at \$10,000. DCTA will authorize payment (after review) for items above \$10,000. Items below \$10,000 are the responsibility of the contractor.
67			Assuming the above, could this mean that (for either MOW or equipment) the contractor would pay \$10,000 for a \$200,000 capital expense, but pay \$200,000 for twenty \$10,000 capital items?	The contract threshold is established at \$10,000. DCTA will authorize payment (after review) for items above \$10,000. Items below \$10,000 are the responsibility of the contractor.
68			Does capital expense include material cost only, or does it also include installation and normal P and OH?	Capital expense includes material, labor, equipment.
69			Deferred Maintenance (Part I, 5.4 of the Scope) – How is this defined?	DCTA will provide a response to this question in the next round of responses
70			Can the Authority give an example or two of how deferred maintenance may occur, how it would be addressed and how it would be paid for?	DCTA will provide a response to this question in the next round of responses
71			Allowance and Reserve Work – It appears that the cost items in the RFP that are under the rubric of Allowance and Reserves are: Stadler GTW Maintenance above capital threshold (\$200,000), MOW Beyond 25ft (\$60,000), MOW over capital threshold (\$200,000), Capital Reserve (\$2,000,000) and Demobilization. In 8 of the Special Provisions it states that the contractor will be reimbursed for “direct costs” plus 10% for approved expenditures from Reserves/Allowances. What is the definition of “direct costs”?	Costs associated with completing the work, not including overhead and profit.
72			Routine and Non-Routine Equipment Maintenance - In the Scope (preface of Part III and Part III, 2.1) it states that the Contractor will be responsible for “routine maintenance” and DCTA will either reimburse the Contractor, based on a negotiated price, or contract out, “non-routine” maintenance. Does DCTA have a definition of what constitutes “routine maintenance” or is it anticipated that the Contractor will determine such maintenance when it develops the Fleet Management and Equipment Maintenance Plan?	Routine maintenance is normally scheduled maintenance. This is based on day-to-day activities, such as a 30, 60, or 90 day inspection, changing filters, etc. Additionally, the contractor will further define routine and non-routine maintenance in their deliverable plans.

73			Station Maintenance – There doesn't appear to be much guidance in the RFP on station maintenance, but between what's outlined in Part I, 10.4 of the Scope and in Appendix 24, it looks like the Contractor is responsible for maintaining the designated areas on the platforms, along with associated equipment, at all of the stations, with the exception of Trinity Mills. Relative to station maintenance could you please detail responsibilities? For example does that include parking lots, sweeping, lights and if so what are the bulbs being used. Does it include landscaping in and around station including parking lots? Are the lights on all night or by motion sensors or timers? On the station platforms, please identify Items responsible for. Clocks, signs, 911 stations, ticket machines, vandalism repairs to façade, glass, platform?	The contractor is responsible for maintenance at stations, including the platforms, associated equipment such as clocks, and the parking lots. Station maintenance shall include the following: trash removal, spot cleaning, glass cleaning, touch-up painting, platform surface cleaning, pressure washing, parking lot sweeping, light fixture cleaning, bulb replacement, placing ice melt or sand on the platform and parking lot in the event of an anticipated ice or snow storm. The contractor is NOT responsible for landscaping at the stations. The above additional language will be issued as an addendum.
74			Indemnification – contractor's counsel and insurance agent have expressed concerns that the wording of this provision in the General Terms & Conditions (7) is "overly broad and may be problematic when trying to find an insurer willing to cover overly broad exposure. Is this provision negotiable?	DCTA will provide a response to this question in the next round of responses
75			Bridge Inspections – In the introduction to Part IV, MOW, it states that "the Contractor shall inspect and maintain all bridges..." Does this mean that the Contractor is responsible for the formal inspections that must be conducted in concert with the Authority's Bridge Management Plan, as adopted and executed under CFR 49, Part 237, Sub E?	Yes, the Contractor is responsible for the formal inspections that must be conducted in concert with the Authority's Bridge Management Plan, as adopted and executed under CFR 49, Part 237, Sub E. The contractor shall subcontract the formal inspections to a third party. Two copies of the formal inspections shall be submitted to DCTA.
76			Highway crossings - To what extent is the road surface the responsibility of the contractor? Whose responsibility is it for replacing broken pads, both for the activity and the financial costs? Whose responsibility is it to fill in asphalt gaps just off the crossing pads?	The contractor is not responsible for the road surface. The issues described, such as broken pads, will be above the maintenance threshold of \$10,000. DCTA may request the Rail O & M contractor to conduct the work, or DCTA may choose to have a third party subcontractor conduct the work. The city in which the asphalt gaps are located is responsible for filling.
77			M of way questions- What are the criteria for determining when the grass needs to be cut within the 25' limits? Is it based on height or on a specified periodic basis (like bi-monthly)?	The grass shall not exceed 6 inches in height.
78			How often has the track been surfaced both out of face and spot tamping with a surfacing machine? How often have the frogs and switch points been welded if at all?	DCTA will provide a response to this question in the next round of responses
79			Trinity Mill station – Could you please clarify if Contractor is responsible only for the track and signal down to the end CTC sign and nothing else related to ROW and structure?	Yes, this is correct. The platform, associated equipment, and parking lot is maintained by DART.
80			Upon inspection of ROW, there was some erosion undermining the sound wall at ~MP 724, who is responsible for repair? Likewise, in the event a sound wall suffers concrete damage, cracking, or degradation, who is responsible?	Since the instances described appear to be significant, the agency would reimburse the contractor for the repair work.
81			Is there a rail lubrication program? Does DCTA have access to a rail/curve lubricator?	At this time, DCTA does not own or have access to a rail/curve lubricator.
82			Was attendance at the site visits a requirement to submit a proposal?	No, attendance at the site visits is not required to submit a proposal.
83			Will we extend the due date for the proposals?	Not at this time.

84			Will we provide more information on the design of the PTC system?	Yes. See the attachment of the contract between GE/Alstom and DCTA
85	Pricing	Pricing Schedule	To allow us to provide best value in our pricing, please can you provide an indication of planned service provision in the new contract (e.g. timetable or planned headways across the day) for both Monday to Friday and Saturday operations	The current service levels are expected to be maintained. Saturday service may expand in the future. We will allow for sufficient time for the contractor to support any changes and will negotiate a contract modification.
86	KPI	RFP Section Part 1, section 3	Can the authority confirm that the operator will not be held liable, including failure to meet KPIs, for the financial impacts of delays in the introduction of PTC or unforeseen additional costs incurred through the operation of PTC?	The operator will not be held liable, including failure to meet KPIs, for the financial impacts of delays in the introduction of PTC or unforeseen additional costs incurred through the operation of PTC.
87	Track Charts	RFP Section Part IV, section 2.7	In the absence of up to date track plans, can the authority confirm that any costs associated with additional work arising out of changes made to the track layout and associated signaling since June 2010, will be covered by a change order?	Yes, changes will be covered by a change order.
88	Signal	RFP Special Provisions, section 21	Please confirm that the authority will recompense any additional costs, above a defined level, caused by changes to working required to accommodate additional contractor support as described under this section. Please confirm the level of costs and mechanism where such recompense would be provided.	Yes, the authority will recompense any additional costs, above a defined level, caused by changes to working required to accommodate additional contractor support as described under this section. The contractor will be compensated for all costs associated with providing assistance.
89	Submittal Requirements	Proposal Evaluation and Submittal Information	Per the Evaluation Criteria, the Technical Proposal and Price Proposal are to be submitted in separate Binders. Please clarify how many copies of each Binder are to be submitted, as well as any electronic copies needed.	5 technical binders. 5 price binders. 1 electronic/digital copy.
90	Submittal Requirements	Tab B. Qualifications of Staff and Company Record	The offeror shall explain any EEOC claims and lawsuits the company has experienced in the last 10 years. Please clarify the inclusion of EEOC claims – Should this only be for rail operations, or all company claims?	Rail Operations only. To be specific, MOE, MOW, Signals, Comms, Dispatch, Train Operations.
91	Insurance	Section 12 RFP	With respect to the Rail Operations Excess Liability Insurance provided by DCTA, the RFP states that the Contractor will be included as an additional insured. Please confirm that the Contractor will be a Named Insured and not an Additional Insured as only be doing so will this cover the Contractor to the extent suggested in other wording in the RFP.	DCTA will provide a response to this question in the next round of responses
92	Insurance	Section 12 RFP	With respect to a loss covered by the Rail Operations Excess Liability insurance please advise the amount of any self-insured retention (SIR) and confirm that DCTA is responsible for the SIR?	DCTA will provide a response to this question in the next round of responses
93	Insurance	Section 12 RFP	Has the Authority paid or reserved any losses in excess of the self-insured retention of the Rail Operations Excess Liability?	DCTA will provide a response to this question in the next round of responses
94	Insurance	Section 12 RFP	Please provide loss history noting type of loss, open or closed status and amount paid or reserved.	DCTA will provide a response to this question in the next round of responses
95	Insurance	Section 12 RFP	Please can the Authority confirm that it will insure the assets that relate to the A-Train Operations?	DCTA will provide a response to this question in the next round of responses
96	Insurance	Section 12 RFP	Will the Contractor be responsible for damage to the Authority's assets while in the Care, Custody and Control of the contractor?	DCTA will provide a response to this question in the next round of responses



## **EXHIBIT "C"**

### **DCTA Solicitation 16-08, "A-train Operations and Maintenance"**

## **Solicitation 16-08**

### **A-train Operations and Maintenance**

**Bid Designation: Public**



**Denton County Transportation Authority**

## **Bid 16-08**

### **A-train Operations and Maintenance**

**Bid Number**           **16-08**  
**Bid Title**             **A-train Operations and Maintenance**

**Bid Start Date**       **Mar 7, 2016 5:52:56 PM CST**  
**Bid End Date**        **May 4, 2016 2:00:00 PM CDT**  
**Question & Answer**  
**End Date**           **Apr 22, 2016 5:00:00 PM CDT**

**Bid Contact**         **Athena Forrester, CPPO, CPPB**  
                             **Senior Procurement Manager**  
                             **aforrester@dcta.net**

**Pre-Bid Conference** **Apr 4, 2016 9:00:00 AM CDT**  
                             **Attendance is optional**  
                             **Location: DCTA Administrative Office**  
                             **Board Room**  
                             **1955 Lakeway Drive, Suite 260**  
                             **Lewisville TX 75057**

#### **Description**

Denton County Transportation Authority is soliciting proposals to provide rail operations and maintenance services for the A-train 21 mile commuter rail operation in North Texas. Service Contractor will provide the Services in accordance with the terms and conditions described herein. Contractor shall provide staff of qualified management personnel required to manage the provision of the Services in a manner that is consistent with DCTA's performance objective of providing safe, reliable, high quality and efficient transportation service to the public.

To capitalize on the uniqueness of our service, DCTA has developed a performance driven specification for Rail Operations and Maintenance services. Our goal is for the offeror to propose how they would ideally perform the services within the appropriate parameters outlined below.

Contractor shall perform the Services in a manner that shall provide a safe and well-maintained Operations Maintenance Facility (OMF), safe and well-maintained passenger cars, on-time train operations, and a safe and well-maintained corridor right of way.

The Contractor shall be responsible for ensuring compliance with all regulatory agencies, including The State of Texas, DOT, AREMA, AAR, MUTCD, FRA, FTA, EPA, and OSHA as they apply to transit authorities, and APTA standards.

All personnel provided by the Contractor and its subcontractors involved in any aspect of providing the services shall be employees or contractors of the Contractor or its subcontractors, and not of DCTA. Personnel shall be fully trained and qualified to perform their assigned duties, and shall be subject to the direction, supervision, and control of the Contractor and not of DCTA.



## GENERAL SOLICITATION INFORMATION

<b>SOLICITATION TYPE / NUMBER</b>	Request for Proposal RFP 16-08		
<b>TITLE</b>	A-train Rail Operations and Maintenance		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>SITE VISIT DATES</b>	April 2 <sup>nd</sup> & 3 <sup>rd</sup> , 2016	<b>SITE VISIT LOCATION</b>	640 East State Hwy 121, Lewisville, TX 75057
<b>PRE-PROPOSAL CONFERENCE DATE</b>	April 4 <sup>th</sup> , 2016 @ 9:00 a.m.	<b>PRE-PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
<b>QUESTIONS DUE</b>	April 22 <sup>nd</sup> by 5 pm	<b>RESPONSES TO QUESTIONS RELEASED</b>	April 27, 2016 by 5:00 pm
<b>DUE DATE/TIME</b>	<b>MAY 4<sup>TH</sup>, 2016 at 2:00 p.m.</b>		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Athena Forrester <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all bid/proposal packages may be submitted to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Athena Forrester SOLICITATION #: 16-08 Lewisville, Texas 75057</p> <p><b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
<b>ACCEPTANCE PERIOD</b>	<b>BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no DBE goal 5%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). "Construction," for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no Wage Rate TX26 and TX28		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Scope of Work**

## **Part I. Service Responsibility**

### **1. DEFINITIONS**

AAR: Association of American Railroads.

APTA: American Public Transportation Association.

AREMA: American Railway Engineering and Maintenance of Way Association

CFR: Code of Federal Regulations.

DCTA: Denton County Transportation Authority.

DOT: U. S. Department of Transportation.

EPA: Environmental Protection Agency.

FRA: Federal Railroad Administration.

GCOR: General Code of Operating Rules (which has been adopted by railroads operating in the western United States and approved by the FRA)

FTA: Federal Transit Administration.

FAST ACT: Fixing America's Surface Transportation Act

MUTCD: Manual of Uniform Traffic Control Devices

NTSB: National Transportation Safety Board.

APTA: American Public Transportation Association.

Offeror: Organization submitting a proposal under this solicitation

Contractor: Organization to which is awarded a primary contract under this RFP

NTE: Not to exceed.

OMF: DCTA Operations & Maintenance Facility

Passenger vehicles: DCTA currently utilizes 11 Stadler GTW DMU 2/6 low-floor vehicles to operate passenger rail service.

TXDOT: the Texas Department of Transportation

Service Property: DCTA property that is made available for use by the Contractor for providing services.

Services: The obligations of the Contractor under the Contract.

U.S.C.: United States Code.

Offeror shall have the same meaning as bidder, proposer, respondent, prime or contractor.

## 2. GENERAL SERVICE RESPONSIBILITY

Denton County Transportation Authority is soliciting proposals to provide rail operations and maintenance services for the A-train 21 mile commuter rail operation in North Texas. Service Contractor will provide the Services in accordance with the terms and conditions described herein. Contractor shall provide staff of qualified management personnel required to manage the provision of the Services in a manner that is consistent with DCTA's performance objective of providing safe, reliable, high quality and efficient transportation service to the public.

To capitalize on the uniqueness of our service, DCTA has developed a performance driven specification for Rail Operations and Maintenance services. Our goal is for the offeror to propose how they would ideally perform the services within the appropriate parameters outlined below.

- 2.1. Contractor shall perform the Services in a manner that shall provide a safe and well-maintained Operations Maintenance Facility (OMF), safe and well-maintained passenger cars, on-time train operations, and a safe and well-maintained corridor right of way.
- 2.2. The Contractor shall be responsible for ensuring compliance with all regulatory agencies, including The State of Texas, DOT, AREMA, AAR, MUTCD, FRA, FTA, EPA, and OSHA as they apply to transit authorities, and APTA standards.
- 2.3. All personnel provided by the Contractor and its subcontractors involved in any aspect of providing the services shall be employees or contractors of the Contractor or its subcontractors, and not of DCTA. Personnel shall be fully trained and qualified to perform their assigned duties, and shall be subject to the direction, supervision, and control of the Contractor and not of DCTA.
- 2.4. Due to the nature of the small operation, offerors may see fit to share staff working on other projects, or have designated personal as part-time or cross-utilize employees. Office space will be made available at DCTA's Operation and Maintenance Facility (OMF) in Lewisville, Texas for contracted employees that are assigned to work on site. The Contractor is expected to provide adequate staffing to support the operation and service levels in the safest manner. For example, if a company proposes a Contract Administrator as the primary point of contact for contract related items, this position does not have to be a fully dedicated DCTA position, and does not necessitate being on site 100%. However, the point of contact and staff is expected to be reasonably available when requested by DCTA. The offeror will describe in their proposal how it plans to adequately staff and support all functional areas, and how it will maintain a safe operation and good state of repair of property assets. We expect you as the offeror to propose the staff that is adequate to support our operation.
- 2.5. The Contractor's management team will have experience and knowledge in areas of railroad passenger operations, including, without limitation, customer service, rail operations, safety, corridor dispatching, maintenance of rail passenger equipment, and maintenance of right of way, signals, communications, information technology, and shall have authority to make decisions in conjunction with DCTA concerning the daily operations and management of the Services. Members of the Contractor's management team shall have a minimum of seven (7) years of applicable experience to their relative functional area. For example, a proposed Signal Supervisor should have seven years of signals experience.
- 2.6. The offeror will develop and submit with their proposal, an organizational chart showing all management and staff positions and reporting relationships. It will clearly indicate all positions anticipated to be full-time, part-time, and cross-utilized, and those expected to be on-site and off-site positions. The chart will be subject DCTA approval. It is to be updated annually, and resubmitted anytime there is a change in personnel or when the status of any position is changed from full-time to part-time, on-site to off-site, etc. All plans to change positions will be subject to DCTA approval.
- 2.7. In the event the key personnel, as designated in the proposal, are at any time removed from the project at the sole discretion and convenience of the Contractor, the Contractor shall provide an equally qualified replacement for the approval of DCTA. The Contractor shall, if requested to do so

by DCTA, remove or reassign and replace with someone with comparable qualifications and personnel at no cost to DCTA, even if such personnel had been previously approved.

### 3. KEY PERFORMANCE INDICATORS (KPI)

The Contractor will provide services for the following:

- Train Operations and Dispatch
- Maintenance of Equipment & Facilities
- Maintenance of Way, Signals, and Communications (including positive train control)

The Contractor's performance will be measured monthly according to the following Key Performance Indicator Table:

Function	Measurement	Goal
Train Operations	On-Time Performance	98%
Dispatch System	Operational Availability during scheduled service hours	99.9%
Maintenance of Way	Right-of-Way Availability during scheduled service hours	99.8%
Maintenance of Equipment	Vehicle Availability	100% availability of 9 out of 11 vehicles.
Maintenance of Equipment	Completion of Scheduled Maintenance	90%
Maintenance of Equipment	Completion of Deferred Maintenance	Less than 60 days
Maintenance of Equipment	Vehicle Reliability	*Maintain fleet MDBF of greater than 57,000 revenue miles
Signals, Communications	Operational Availability during scheduled hours of operation	99.99%

\*As the equipment ages, the reliability of the equipment will become more of a concern. Starting in year 8 (FY24) of the contract, the mean distance between failures goal will be greater than 50,000 revenue miles.

**Note:** Acts of God, such as weather related issues resulting in service disruptions, force majeure, and other items outside of the Contractor's control, or as directed by DCTA, will not be held against the Contractor or calculated in the table above.

#### 3.1. Service Changes

As service levels change, the performance table may adjust to appropriately accommodate the change. This contract modification would be mutually agreed upon between the Contractor and DCTA.

#### 3.2. Database

The Contractor will propose and provide a database that feeds KPI information into the dashboard daily. The dashboard should reflect all of the functional areas of the KPI table. DCTA only needs read only access to the system. Additionally, at the end of each month, DCTA should be able to verify the information through random audits of actual records and joint inspections. The Contractor's records should remain current and available for DCTA review at all times.

### 4. TRAIN OPERATIONS AND DISPATCH:

#### 4.1. Train Operations

DCTA requires the operations contractor to maintain 98% on-time performance monthly. Any train that arrives at its final scheduled destination later than 4 minutes and 59 seconds will be considered late. Trains delayed more than 4 minutes and 59 seconds due to acts of God, such as adverse



weather, or events out of the Contractor's control, or as directed by DCTA, will be excused and will not count against the contractual on-time performance. If a train is late due to negligence of the Contractor, such as operator error in train handling, the delay will count against the monthly performance metric.

#### 4.2. Dispatch System

DCTA requires the contractor to maintain 99.9% dispatch operational availability during scheduled hours of operation of the dispatching system. Routine and scheduled downtime for system upgrades and other scheduled down time coordinated with the agency will be excused. If the system is not maintained due to negligence, the Contractor will be penalized according to the KPI table.

### 5. **MAINTENANCE OF EQUIPMENT & FACILITIES (MOE):**

#### 5.1. Vehicle Availability

DCTA requires the MOE contractor to maintain 100% availability of nine (9) vehicles at all times. DCTA's total fleet consists of 11 vehicles. Routine and scheduled maintenance of not more than two (2) vehicles at any given time during revenue or operating hours will not be held against the Contractor. If less than nine (9) vehicles are available due to negligence, the Contractor will be penalized according to the KPI table. If less than nine (9) vehicles are available due to situations beyond the Contractor's control, such as three (3) vehicles out of service due to damage from a tornado, the Contractor will not be held liable.

#### 5.2. Mean Distance Between Failures (MBDF)

DCTA requires the mechanical contractor to maintain mean distance between failures according to the KPI table. If mean distance between failures is less than 57,000 revenue miles because of maintenance negligence, the contractor will be held liable. If mean distance between failures is less than 57,000 revenue miles due to reasons beyond the contractor's control, the contractor will be excused.

#### 5.3. Completion of Scheduled Maintenance

The Contractor shall meet with DCTA monthly to discuss scheduled maintenance. The Contractor is required to complete 90% of scheduled maintenance. The Contractor will be excused for acts of God that prevent completion of 90 % of scheduled maintenance. The Contractor will be held accountable, according to the KPI table, for any negligence that prevents them from completing 90% of scheduled maintenance in a fiscal year.

#### 5.4. Completion of Deferred Maintenance

The Contractor shall meet with DCTA monthly to discuss deferred maintenance. The Contractor is required to complete all deferred maintenance in less than 60 days. The Contractor will be excused for acts of God that prevent completion of deferred maintenance in less than 60 days. The Contractor will be held accountable, according to the KPI table, for any negligence that prevents them from completing deferred maintenance in less than 60 days.

### 6. **MAINTENANCE OF WAY (MOW):**

DCTA requires the MOW contractor to maintain 99.8% operational availability of the corridor (right of way, bridges, culverts, and trestles). Performance of routine and scheduled maintenance that does not impact scheduled passenger service will not be held against the contractor for the calculation of down time. If the corridor is not maintained to 99.8% operational availability due to negligence, the contractor will be held accountable. If the corridor is not maintained to 99.8% operational availability due to situations beyond the contractor's control, such as a track wash out because of flooding, the contractor will not be held accountable.

### 7. **SIGNALS, COMMUNICATIONS:**

The contractor shall demonstrate system operational availability using engineering analysis and reliability tools and techniques, and report to DCTA that the Contractor's design satisfies the specified

system up-time of not less than 99.99% operational availability during scheduled hours of operation. Any and all signal system outages will be reported to DCTA with a description of the outage and the duration so that actual signal system operational availability is tracked. If 99.99% operational availability is not maintained due to negligence, the contractor will be held accountable. The Contractor will not be held accountable if 99.99% operational availability is not met due to situations beyond the contractor's control, such as a third party contractor hitting the signal cables.

## 8. INCENTIVES AND PENALTIES

It is the goal of DCTA to develop a harmonious and productive working relationship with the contractor, and together, to manage and maintain a safe, reliable and cost-effective transit service. To accomplish this goal, DCTA also recognizes the contractor should be provided incentives for superior performance and ingenuity, and held accountable for not meeting expectations.

### 8.1. Incentives

During the performance of the contract, the Contractor may propose business process improvements, cost savings, and revenue enhancements that result in financial savings to the agency. If implemented, DCTA shall share 40% of the savings with the Contractor.

### 8.2. Penalties

If Contractor's performance in any of the functional areas does not meet KPI standards for a 30-day monthly period, within (3) business days of being notified by DCTA, the top ranking member of the contractor's local management, such as a General Manager, will present and explain why performance was below expectations, and identify what action will be taken to make correction.

If the KPI criteria are not met for a second consecutive month (60 days), The President of the company will present a corrective action plan in person.

If the KPI criteria are not met for a third consecutive month (90 days), or four total months in the fiscal year, a \$5,000 penalty will be issued monthly, until the KPI goal is achieved. Additionally, a cure notice may be issued, in which the Contractor will have 90 days to resolve. The Contractor must achieve the KPI goal for 90 consecutive days before reestablishing the original performance conditions.

If at the end of the 90 days when the cure notice was issued, or 6 months since the problems started, and the issue is not resolved, the contract may be terminated and the Contractor will have 6 months to demobilize.

**NOTE-** Penalties will not go into effect until 6 months after the contract has started. At that time, KPI criteria will be addressed and expected standards of performance will be implemented.

## 9. SERVICE LEVEL EXPECTATIONS

In the event that service levels are interrupted, the contractor shall meet the following requirements:

Service Level Expectations	
Event	Service Restored
Derailments	6 hours
Track Washout	8 hours
Crossing Accident	4 hours
Other Incidents	8 hours

### 9.1. Response and Repair time due to emergency situations.

**Derailments:** For derailments on the mainline, or where service delivery is impacted, the maintenance of equipment (MOE) provider will have six (6) hours to rerail and recover the train and move it to an area that will not affect service delivery. The six hours will not start until the scene is released or is able to be entered. The safest course of action will be taken. A bus bridge may be

established by DCTA to continue reduced service. The Contractor may wish to establish an on-call agreement with a crane provider.

*Track Washout:* The maintenance of way provider will have eight (8) hours to repair a track washout as a result of heavy rain and flooding. The eight hours will commence once the Contractor is able to enter the work area. The safest course of action will be taken. A bus bridge may be established to maintain some service levels. The contractor may wish to establish an on-call agreement with a local provider of ballast, rock, etc.

*Crossing accident:* The maintenance of way, maintenance of equipment, and/or signals and communications provider (s) will have four (4) hours to clear the scene, after the scene is released by local authorities, and return the area to normal revenue service, unless factors outside of their control prevent them, such as the police investigating the scene. A bus bridge may be established by DCTA to maintain reduced service levels.

Other than acts of God or natural disasters, no incident shall take more than 8 hours to resolve without concurrence by DCTA.

DCTA places safety as the highest priority of operating service. The DCTA President or designee has the authority and discretion to waive any response time criteria on a case-by-case basis. In each instance, the timeline for response will start once the scene is able to be entered, such as the police releasing a scene, or water receding to allow entry.

In each scenario, the Train Operations provider will work in conjunction MOE, MOW, Signals, and Communications to expedite the process in the safest manner practicable. Although it is not required for the Contractor to have designated equipment on location, the Contractor is expected to respond and repair within the specified times.

#### 9.2. Non-emergency and planned maintenance activities

The contractor will not be required to have equipment on site that is needed for planned maintenance. For example, the contractor does not need to have a geometry car, tie inserter, ballast regulator, tamper, etc., on location. However, the contractor is encouraged to establish agreements with reputable MOW equipment providers in the rail industry for necessary equipment of the planned maintenance services. Although it is not required for the Contractor to have designated equipment on location, the Contractor is expected to perform the maintenance in a timely manner.

### 10. DCTA CHARACTERISTICS

#### 10.1. Characteristics

During the term of the Contract, the Contractor shall manage, operate, maintain, and provide staff to perform the Services. The Contractor will be subject to any applicable federal, state, and local laws, rules and regulations, including, but not limited to, those of the DOT, FRA, FTA, and NTSB. Further, subject to DCTA's review, the Contractor's performance of the Services shall establish, maintain, and follow listed operating policies and procedures:

- General Code of Operating Rules ("GCOR" which has been adopted by railroads operating in the western United States and approved by the FRA)
- Safety rules governing all DCTA and all Contractor personnel. developed by the Contractor and approved by DCTA
- Commuter Rail Standard Operating Procedures developed by the Contractor and approved by DCTA
- All System Safety and Security Plans , and other plans (See Appendices)
- General Service Responsibilities
- Train Operations Responsibilities
- Maintaining all MOE, MOW and Facilities in a good state of repair per FAST ACT
- AREMA Right of Way Standards
- APTA Passenger Rail Equipment Safety Standards (PRESS)

- Necessary crew qualifications, including FRA certification of engineers, conductors, and other personnel as required
- Equipment operating instructions issued or approved by DCTA or the Contractor
- Any additional standards or procedures as the parties may agree upon from time to time.
- Contractor shall create and maintain stringlines, timetables, and schedules approved by DCTA.
- Contractor shall provide qualified Train Crew Personnel to operate the Rolling Stock and provide the associated delivery services.

10.2. Access

DCTA agrees to provide the Contractor access to the DCTA Operations and Maintenance Facility for performance of the requirements of this contract. The DCTA OMF shall be used to perform, but not limited to, the following functions:

Located at 640 E. SH 121 Business Lewisville, TX 75057

- Storage Tracks 1-6
- Building, Office and Storage Area
- Maintenance of the Equipment,
- DCTA dispatch office
- Fueling the Equipment;
- Washing the Equipment;
- Provide facilities for train crews to commence and complete daily service;
- Provide appropriate space for DCTA service operations management;
- Provide adequate and secured parking for the train crews, maintenance personnel, and administrative support staff;
- Provide secure storage of maintenance supplies;
- Provide secure storage of the Equipment; and
- Provide secure storage for right-of-way, signal and communications materials and equipment

10.3. DCTA Passenger Vehicles:

- DCTA currently utilizes 11 Stadler GTW DMU 2/6 low-floor vehicles to operate passenger rail service.

10.4. Stations and Park and Rides:

- Trinity Mills Station, M.P. 742.54 (Station and Platform to be maintained under a separate contract)
- Hebron Station, M.P. 739.80 (Platform and associated equipment only) clocks, etc.
- Old Town Station, M.P. 736.60 (Platform and associated equipment only)
- Highland Village/Lewisville Lake Station, M.P. 733.10 (Platform and associated equipment only)
- MedPark Station, M.P. 724.90 (Platform and associated equipment only)
- Downtown Denton Transit Center, M.P. 721.53 (platform and associated equipment only)

10.5. Track:

Single Track Railroad: M.P. 742.80 through M.P.721.53

Sidings:

- Hebron Siding, M.P. 740.10 to M.P. 737.90 double track
- Highland Village/Lake Lewisville Station Siding, M.P. 733.60
- MedPark Station Siding, M.P. 726.20 to M.P. 724.70
- Downtown Denton Station Siding, M.P. 721.78

## 11. ASSET MANAGEMENT

The Contractor will assist DCTA to the fullest extent possible, with meeting the requirements of the Federal Program: Fixing America's Surface Transportation Act (FAST ACT) to include the Transit Asset Management Program.

FAST ACT is a funding and authorization bill to govern spending in the surface transportation industry. The Contractor will be expected to become knowledgeable with the requirements of FAST ACT, and to enforce compliance with all applicable standards for maintaining priority awareness on operational safety for all DCTA assets, resources, and all Contractor personnel, and for maintaining a structured program that assures a good state of repair for all DCTA capital assets to include Facilities, MOE, MOW, and all associated wayside signal and communications equipment.

## 12. ADMINISTRATIVE

### 12.1. National Transportation Database (NTD) and Annual Budgets

The Contractor shall cooperate with the DCTA by furnishing such information as may be required in the preparation of the DCTA annual operating budgets, federal or state required reports, and capital budgets or financial plans. As part of this process, the Contractor shall communicate recommended improvements, corrections, and replacements to equipment as well as capital maintenance recommendations to the equipment, right of way and the OMF in a timely manner as requested by DCTA. Additionally, see Appendix 28 for specific information that the Contractor will provide DCTA when requested.

### 12.2. Reporting Database and Requirements

The Contractor will propose and provide a database that feeds KPI information into the dashboard daily. The dashboard should reflect all of the functional areas of the KPI table. DCTA only needs read only access to the system. Additionally, at the end of each month, DCTA shall be able to verify the information through random audits of actual records and/or joint inspections. The Contractors records should remain current and available for DCTA review at all times.

All reports and records shall be submitted in original software format, searchable pdf, and hard copy, or as otherwise directed by the DCTA. Upon request of the DCTA, The Contractor shall provide electronic reports and records in a format acceptable to the DCTA including but not limited to electronic data record and all associated data dictionaries, data schema, and meta data in SQL or other searchable database format.

### 12.3. Daily Reports

In addition to a KPI data from the previous day, the daily report shall include the following: Total Ridership, ridership by train, passenger loads and alighting at each station for each train, number of passengers needing assistance (PNAs) and bikes by train, and delayed trains and a detailed summary of delays. The daily report is due by 8am on Monday through Saturday. The Contractor shall provide an additional daily copy in an editable format.

### 12.4. Monthly Reports

In addition to KPI data for the month, the monthly report shall include the following: number of delayed trains and a detailed summary of each delay, total riders for the month, average weekly weekday riders, weekday passengers for the month, Saturday passengers for the month, total car miles operated (revenue and non-revenue), fare inspection summary, efficiency testing summary, maintenance summary (daily, 5-day, monthly, 92 day, 184 day, 368 day, tri annual; total trains operated, total car miles by week, train near misses, and inventory consumption. The monthly report is due by the 8th day of each month.

### 12.5. Annual Fiscal Year Report

In addition to the KPI data for the year, the annual report shall include the following: Performance compared to KPI standards, safety summary, FRA reportable injuries for employee and passenger, FRA reportable trespasser incidents, FRA reportable grade crossing incidents, FRA reportable flagman injury/incidents, train near misses, employee training, financial report, DBE participation,

Contractor controlled assets, shop equipment, and inventory. DCTA measures a fiscal year from October to September. The annual fiscal year report is due by the 10th day of October.

### 13. PRICE SCHEDULE

The Price Schedule is attached in Appendix 1. Contractor shall supply rates in the following manner:

- Operations & Dispatch, Vehicles & Facilities Maintenance, Maintenance of Way & Signals/Comms
  - Enter rate for each Fiscal Year from FY17 Rate – FY25 Rate in base period and from FY25 Rate – FY30 Rate in Option Period

Additional Definitions:

- Train Crew Hours
  - Sum of all hours that railcars operate including scheduled hours, test trains, and maintenance yard movements. This includes Special Trains. NTE hours are provided and if the hours increase in subsequent years, a contract modification will be issued.
  - Hours are to be calculated as the grand total of hours run per consist.
- Car Miles
  - Sum of all scheduled car miles and all other miles that railcars operate including scheduled miles, test trains, and maintenance yard movements. This includes Special Trains. NTE car miles are provided and if the miles increase in subsequent years, a contract modification will be issued.
  - Car Miles are to be calculated as the grand total of miles run per each railcar in the consist. Consists may be comprised of 1 or 2 car train sets. DCTA estimates 75 % of car miles will be operated as 1 car and 25 % as 2 car consists.
- Maintenance of Way Requirements over the Capital Threshold (allowance)
  - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence at any location.
- Stadler GTW Maintenance above the Capital Threshold (allowance)
  - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence per vehicle.
- Flagging.
  - Flaggers shall be GCOR and RWP qualified
- Capital Reserve
  - Prior to each fiscal year, the contractor shall work with DCTA to identify a capital program for the next fiscal year. This shall be negotiated in good faith by both parties based on need. Prior to capital work being performed, the contractor shall obtain written approval from DCTA, and all required procurement procedures shall be met.

## **Part II. Train Operations and Dispatch**

As described in General Service Responsibilities the Contractor shall perform the train operations and related functions described in the Contract in a manner that will:

- Provide safe and on-time train operations.
- Be consistent with the objective of providing the highest quality service to the public, consistent with the policies of and in the best interests of DCTA.
- Be in accordance with all applicable local, state, and federal requirements.

Contractor shall require all Contractor personnel who interact with Customers or the public, including locomotive engineers who work on-board commuter rail trains, to conduct themselves with courtesy and decorum, dress appropriately for the provision of service to Customers, and wear a clearly visible identification badge containing the employee's first name at the breast pocket. All Contractor personnel who interact with Customers or the public, while on duty, shall not eat, drink or smoke and shall be clean and attired in uniforms that clearly indicate that they are providing Contract Services on behalf of the DCTA. Uniform designs for on-board Contractor personnel must be approved by DCTA. Failure to comply with any requirement of this paragraph shall be deemed Conduct Unbecoming an Employee.

### **1. SPECIAL EVENTS**

Operating cost of special trains is included in the Price Schedule. No less than 14 days prior to any special event, the DCTA will submit to the Contractor a request in writing to operate such service. Contractor shall, not less than 10 days prior to the anticipated service date, inform DCTA in writing of the anticipated time involved in providing such service, and Contractor shall operate the service as requested, subject to operational feasibility and availability of equipment. Unless DCTA has timely withdrawn its request for the service before the Contractor has incurred expenses and labor related thereto, the DCTA will reimburse the Contractor for actual costs incurred, overhead and profit excluded. If the DCTA provides shorter notice of the intended special service, Contractor shall respond to its request as soon as possible, and Contractor shall use its best efforts to supply crews and other necessary personnel to operate the special train service. The Contractor is expected to utilize the normal service car mile rate.

### **2. SAFETY AND SECURITY**

*Please refer to the Special Provisions section for Safety protocol*

### **3. SECURITY**

The Contractor shall provide security for the DCTA Rail Operations and Maintenance Facility to prevent property crimes (including vandalism, theft, burglary, etc.) and criminal trespassing. Such security shall, at a minimum, consist of a licensed unarmed security guard at the maintenance facility at the following times: (1) Saturdays 12 AM to 8 AM, (2) Sundays 12:30 AM to 9:30 PM, (3) On holidays that revenue service is not provided and staff is not normally present. DCTA may require Contractor to provide security for other facilities (such as stations) or to provide other security services as may be required from time to time. Additional services required by DCTA will be compensated on the basis of an equitable adjustment to the Contract. DCTA may discontinue Contractor's provision of any security services at any or all locations upon 60 days written notice to Contractor and an equitable adjustment will be negotiated.

### **4. DISPATCH**

Dispatch is currently performed by the Contractor in Irving, TX at Trinity Railway Express (TRE). Currently, the DCTA dispatch office in Lewisville, Texas serves as the back-up/disaster recovery site. The bidder shall propose where they plan to dispatch. If the offeror chooses to dispatch primarily at a location other than DCTA, then the DCTA dispatch center at the OMF will serve as a backup. The PTC system uses a TSR workstation for dispatcher notification. The offeror shall have the capability to dispatch with DCTA's TSR PTC workstation.

The Contractor is required to dispatch from the backup location (which may not be at the OMF) annually for one week, assumed during the first week of September, to ensure business continuity of the backup recovery site.

## **5. SERVICE DELAYS**

Contractor shall provide timely notice to DCTA in accordance with DCTA Communications protocol and shall assist DCTA in communicating to customers waiting at stations. Customers already on board trains will be informed of delays of five (5) minutes or more by announcement made by crew members using the on-board public address system. Updated information will be provided to customers at stations and on the train as it becomes available, but no less frequently than every ten (10) minutes.

Contractor shall provide immediate notification to the DCTA COO or designee of service delays of twenty (20) minutes or more or catastrophic events such as derailments or accidents involving injury or death, or of property damage.

## **6. COMMUNICATIONS INFRASTRUCTURE AND SYSTEM**

All business continuity requirements (back-up communications, circuits, power redundancy, etc.) are listed in Appendix 4 (portions of which will be updated). DCTA currently uses TMDS. Using TMDS is not a requirement of the contract. However, the proposer is responsible for determining an alternative and the cost of the alternative shall be included in the price proposal. Additionally, the contractor is responsible for furnishing their own phone system and computers.

DCTA will not provide remote radio consoles to the contractor. If the contractor would like to utilize remote radio consoles, the contractor will incur the cost.

The contractor shall provide MPLS ingress/egress for network access if dispatching is not conducted at the OMF in Lewisville. The contractor will manage the IT infrastructure for dispatch with the concurrence of designated DCTA personnel.



## **Part III. Maintenance of Equipment and Facilities**

### **(MOE)**

The Contractor shall employ staff and provide all materials, supplies and equipment, except for items listed in the DCTA inventory. The Contractor shall be responsible for maintaining necessary items in the inventory during the life of the Contract.

The Contractor shall maintain, repair, clean, inspect, and service all rolling stock and equipment in accordance with established maintenance standards including all FRA requirements, APTA maintenance and AAR Standards. The Contractor shall also maintain the rolling stock, subject to ordinary wear and tear. Prior written approval of DCTA's designated mechanical representative is required for all other repairs, changes, and modifications, unless immediate repair is necessary for Contractor employee or passenger safety.

In the event that the Contractor identifies a mechanical defect that affects FRA requirements, DCTA shall be orally notified immediately of the defect with written follow-up notification within 24 hours of the oral notification. Work performed by the Contractor, other than routine work, performed pursuant to the agreed upon maintenance plan and any warranty work, and shall be reimbursable to Contractor at a negotiated price. At its discretion, DCTA may elect to arrange for any outside contractors to perform major repairs or modifications to the equipment, including, if feasible, performance of such work at the OMF. The Contractor shall retain and make available to DCTA upon request, all of its records and reports concerning inspection, maintenance, and cleaning of each unit of equipment, and shall deliver such records to DCTA at the end of the Contract.

#### **1. MAINTENANCE PROGRAM:**

DCTA expects the Contractor to develop and implement a Fleet Management and Equipment Maintenance Plan within a Conditioned Based Maintenance (CBM) Program. The CBM shall cover all necessary elements of DCTA's Service Property, Rolling Stock and Equipment, and ensure high reliability and a high level of performance for the term of this Contract. The Contractor shall comply in full with FRA requirements for maintenance. The following is not a comprehensive list of maintenance elements, but demonstrates many of the major maintenance elements that shall be maintained and complied with under the Contractor's CBM.

**NOTE-** For reference in developing CBM, the actual OEM recommendations are:

##### **1.1. Wheel Replacement**

After numerous re-profiling of the wheels, they reach a condemnable limit and must be replaced.

##### **1.2. Cleaning, Oiling, Testing, and Stenciling (COT&S) Overhaul Valves (3-4 vehicles per year)**

FRA mandated tri-annual maintenance to vehicle brake system

##### **1.3. Engine Overhauls (All vehicles - 2 per vehicle at 6-year intervals)**

Performance life, based on duty cycle of the engine, is finite and overhauls must take place to ensure reliable operation.

##### **1.4. Generator Overhauls**

Performance life, based on duty cycle of the generator, is finite and overhauls must take place to ensure reliable operation.

##### **1.5. Coupler Overhauls**

Couplers must be overhauled to ensure safe operation and compliance with FRA requirements.

##### **1.6. Traction Motor/ Gearbox Overhauls**

Performance life, based on duty cycle of the motors and gearboxes, is finite and overhauls must take place to ensure reliable operation.

1.7. Suspension Elastomers

Elastomers (rubber parts) have finite life, and must be replaced to ensure safe operation and proper ride quality.

1.8. Electronics

Certain electronic components will require replacement to ensure reliable operation.

**2. FACILITY MAINTENANCE**

The contractor is required to maintain the facility to a state of good repair and vehicles to established CBM standards.

Additionally, the Contractor will develop and submit a maintenance plan consisting of the following for DCTA approval: Preventative Maintenance, Facility Maintenance Practices, Quality Control, and Cleaning Standards.

2.1. Non-Routine Maintenance

Non-routine maintenance and heavy overhaul services not covered in the contract for Rolling Stock may be contracted out by DCTA to third party contractors, or the Contractor may be requested to perform such services. If requested by DCTA, such services will be subject to a negotiated price and all required procurement procedures.

2.2. Inventory Levels

The contractor shall maintain a sufficient inventory for normal operations. A sufficient inventory will consist of 6 months' worth of materials, tools, parts, etc. Further, the contractor should be able to plan effective lead times for materials and parts, as some of the vehicles components and parts are only obtainable and manufactured outside of the United States. The Contractor shall submit an inventory and vehicle condition assessment report annually. A manual inventory check will be conducted by the Contractor and the designated DCTA representative. At the end of the contract, the Contractor shall turn over six (6) months of inventories to DCTA.

2.3. Where's My Ride or equivalent technology

Contractor's employees shall comply with all necessary daily logins, troubleshooting, and minor maintenance support functions (such as removing hardware from train in order to ship to vendor) required for the successful operation of DCTA's "Where's My Ride" program. Training will be provided by DCTA.

"Where's My Ride" allows passengers to obtain real time predictive arrival information for the next bus or train at a passenger's particular stop location via mobile application, SMS text alert, telephone Interactive Voice Response or through the DCTA website.

"Where's My Ride" uses accurate location data provided by a Global Positioning Device mounted inside each DCTA Connect bus and A-train railcar. That information will be integrated with the operator login information (including the route, run and destination sign code) and will then be transmitted wirelessly to a server using onboard cellular equipment. This server will integrate location and login information with schedules and map files to output predictive arrival information to customers. Passengers can subscribe to specific routes through the system so that alerts can be auto-generated based on passenger preferences.

## **Part IV. Maintenance of Way (MOW), Signals, Communications**

During the term of the Contract, the Contractor shall manage, maintain, and provide staff to perform the Maintenance of Way Services with, but not limited to, this Contract, in compliance with all regulatory requirements

The Contractor shall perform track, right-of-way, buildings and structures, and signal and communications maintenance, generally as described in this scope of services, under the daily supervision of the Contractor's Maintenance personnel, and under the oversight of DCTA. The Contractor shall inspect and maintain all bridges, culverts, pedestrian overpasses, and structures to insure a safe and reliable service. All maintenance shall be performed by the Contractor in accordance with FRA, AAR Standards and AREMA recommended practices and in accordance with the mutually agreed upon maintenance plan. If extensive maintenance is required, the Contractor shall notify DCTA immediately.

DCTA leases the right of way from Dallas Area Rapid Transit (DART). The Contractor shall comply with DART's Storm Water Pollution Prevention Plan (SW3P), Municipal Separate Storm Sewer Systems (MS4) requirements. All rights of entry must be coordinated with DCTA and DART.

Listing, or failure to list, a specific maintenance activity does not discharge or relieve the Contractor from performance of that task. DCTA will have sole determination of the amount and type of maintenance activities performed (except in case of emergencies when the Contractor's supervisors will direct needed maintenance activities pending communication with DCTA). The Contractor, through its Maintenance personnel, has responsibility for the quality and completeness of the maintenance tasks performed.

The Contractor shall perform the MOW Services in a timely manner. The Contractor shall maintain and make available to the DCTA, upon request, all of its records and reports concerning inspection and maintenance of the system and shall deliver such records to the DCTA at any time requested and at the end of the Contract.

Except for emergency corrective maintenance, an activity that takes any non-yard track or controlled siding out of service is not permitted unless agreed to in writing in advance by the DCTA.

The contractor shall provide the agency with the ability to hi-rail the corridor at any time, with reasonable notice. This cost should be included in the offeror's price schedule.

The Contractor shall not make any changes to the system without prior written approval of the DCTA, unless immediate repair is necessary for the Contractor, employee, or passenger safety. All work shall be subject to any applicable rules or regulations of the FRA and subject to DCTA review of the listed documents. The standards which shall guide the Contractor's maintenance of the system are:

- American Railway Engineering and Maintenance of Way Association Manual for Railway Engineering (AREMA - 01).
- Portfolio of Track Work Plans (AREMA - 02).
- FRA Track Safety Standards.

### **1. TRACK STANDARDS**

The DCTA Corridor consists of single mainline tracks, double mainline tracks, yard tracks, siding tracks, and all turnouts from there to the clearance point only defined in Appendix 9. The DCTA Corridor, Downtown Denton (M.P.721.53) to Ismaili Center Circle (M.P. 742.80), shall be maintained as described herein and, at minimum, to FRA Class 4 Standards and as per the additional track geometry requirements as required by Table 1.

## 2. AAR STANDARDS

These policies and procedures may be amended from time to time. The Contractor will recommend changes as deemed necessary and shall implement such changes upon written instruction of DCTA, as the needs of the operations change.

The Contractor shall, before any excavation, notify all known utility companies to prevent any damage to any underground utilities.

## 3. CONDITION BASED MAINTENANCE:

### 2.4. Replace Crossings (CBM-as needed)

Performance life, based on duty cycle, is finite and replacement/overhaul must take place to ensure reliable operation.

### 2.5. Replace Switch Ties - (CBM-as needed)

Performance life, based on duty cycle, is finite and replacement/overhaul must take place to ensure reliable operation.

### 2.6. Track

The DCTA Corridor consists of single mainline tracks, double mainline tracks, yard tracks, siding tracks, and all turnouts from there to the clearance point only defined as DCTA Service Property. The DCTA Corridor, Downtown Denton (M.P.721.53) to Ismaili Center Circle (M.P. 742.80), shall be maintained as described herein and, at minimum, to FRA Class 4 Standards and as per the additional track geometry requirements as required by Table 1:

Table 1	Speed					
	0 – 10	>10 – 30	>30 – 45	>45 – 60	>60 – 80	MPH
	0 - 16	>16 - 48	>48 - 72	>72 – 97	>97 - 129	Km/h
213.53 Gage						
The gage must be at least	4' 8"	4' 8"	4' 8"	4' 8"	4' 8"	
But not more than	4' 9.75"	4' 9.5"	4' 9.5"	4' 9.5"	4' 9.5"	
213.55 Alignment						
Tangent Track						
The deviation of the mid-offset from a 62-foot line may not be more than	2.50	2.00	1.50	1.00	0.75	Inches
Curved Track						
The deviation of the midordinate from a 31-foot chord may not be more than	1.75	1.50	1.00	0.625	0.50	Inches
The deviation of the midordinate from a 62-foot chord may not be more than	2.50	2.00	1.50	1.00	0.75	Inches
213.57 Curves; elevation and speed limitations						
The maximum crosslevel on the outside rail of a curve may not be more than	6.00	6.00	6.00	6.00	6.00	Inches
The maximum operating speed for each curve may be determined	$V_{max} = \sqrt{[(Ea + 4)/(0.00007 \times D)]}$			Vmax = maximum allowable operating speed (miles per hour)		
				Ea = Actual elevation of the outside rail (inches)		
				D = degree of curvature (degrees)		

213.63 Track Surface Run off						
The runoff in any 31 feet of rail at the end of a raise may not be more than	3.00	2.00	2.00	1.50	1.00	Inches
Profile						
The deviation from uniform profile on either rail at the midordinate of a 62-foot chord may not be more than	2.75	1.75	1.25	1.00	1.00	Inches
Cross level						
The deviation from zero cross level at any point on tangent or reverse elevation on curves may not be more than	2.00	1.75	1.25	1.25	1.00	Inches
Warp						
The difference in cross level between any two points less than 62 feet apart may not be more than	2.00	1.75	1.25	1.25	1.00	Inches

## 2.7. Track Charts:

Track charts for the DCTA Corridor reflects conditions as of the June 2010 and have not been updated to reflect changes made to the corridor since that date.

## 2.8. Spot Crosstie Replacement:

The Contractor shall furnish and install crossties as needed, as part of the CBM. DCTA crossties which are 9' in length within a turnout are not considered switch ties but will count toward the cross tie replacement in the CBM plan.

## 2.9. Spot Surfacing and Lining:

The Contractor shall provide labor, materials and equipment capable of surfacing, lining, and stabilizing when requested by DCTA. The agency will give the contractor sufficient time to mobilize and execute the work plan.

## 2.10. Rail Profile Grinding:

Contractor shall provide for at minimum 5 days of rail profile grinding on a biannual basis in conjunction with DCTA's rail grinding schedule. Rail profile grinding shall be completed in coordination and with approval from DCTA's designated representative.

Undercutting shall be performed and decided on an as needed basis by the Agency and the Contractor.

## 2.11. Rail Brushing:

Rail brushing of the DCTA Corridor shall be performed in accordance with DCTA's Shunting Mitigation Plan as described below. At a minimum, the Contractor shall brush the rail head to ensure appropriate shunting of the passenger vehicles prior to Monday morning revenue service, as well as two (2) additional times per week for a total of three (3) times per week. Additional rail brushing shall not be on consecutive days unless otherwise approved or directed by DCTA.

## 2.12. DCTA's Shunting Mitigation Plan:

It has been concluded through numerous tests that rail conditions, especially during wet weather, may inhibit effective shunt. Use of a rail polishing device has shown to mitigate potential shunt issues.

The Contractor will polish the rail prior to the first train run on Monday mornings and other times on an as needed basis. The operation will be monitored for any change in shunt levels.

Contractor shall perform Maintenance of Way (MOW) services in a timely manner. This will include performing all FRA mandated scheduled tests and correcting all non-emergency deficiencies within 14 days of notification or at the direction of the DCTA. Corrections concerning the safety of employees or the public at large must be made immediately.

2.13. Litter and/or Trash:

The Contractor shall inspect, remove and dispose of (at a legally approved off site area) all litter and/or trash, which may include sizable objects such as tires, furniture and appliances within the right-of-way, to include any litter and/or trash on and within the rail, tie and ballast limits at all stations and litter on the platforms. Disposal of all solid waste collected must be at an appropriate State of Texas permitted municipal solid waste landfill. Frequency of litter control shall be as needed and as directed by DCTA.

2.14. Shared Corridor:

The Parties agree that issues (such as maintenance issues) may arise on the shared corridor between Frankford Road (M.P. 741.37) and Ismaili Center Circle (M.P. 742.80) and agree to coordinate those issues that could impact the other Party's corridor and operation. The Federal Railway Worker Protection requirements (49 CFR Part 214) must be complied with on the entire DCTA Corridor.

2.15. Vandalism:

Contractor shall notify the appropriate Jurisdictional Authority of damage to the property, as well as the DCTA.

Contractor shall remediate vandalism as soon as possible, or at the direction of the DCTA.

2.16. Graffiti:

Contractor shall remediate all graffiti within 48 hours from receiving notice.

2.17. Right-of-Way Maintenance:

Right-of-Way Maintenance includes everything within the DCTA Right-of-Way outside of the tie and ballast limits, as defined herein, of any mainline tracks, siding tracks, and other tracks. The Contractor is responsible for Right-Of-Way Maintenance including but not limited to, drainage, pedestrian crosswalks, grading, signage, access roads, catch-basins, slopes, power feeds, and related Right-of-Way elements. The contractor is responsible for 25 feet in each direction from the nearest running rail. DCTA shall reimburse the Contractor for maintenance beyond 25 feet of the nearest running rail.

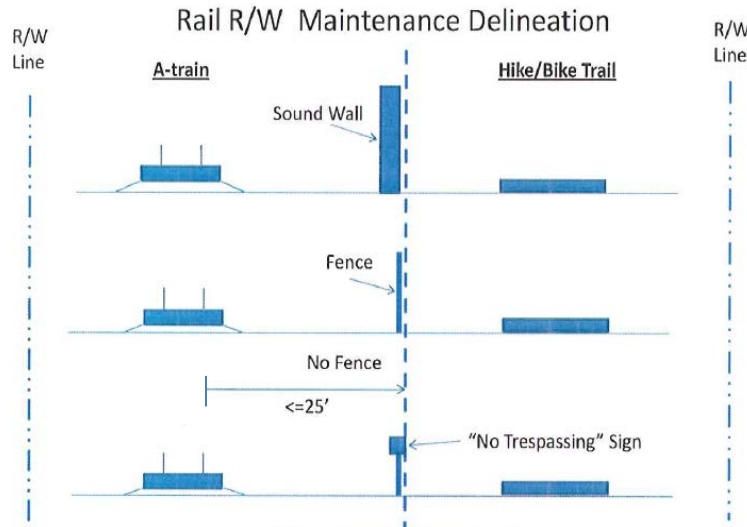
2.18. Vegetation Control along the ROW:

The Contractor shall provide MOW Services for mechanical and chemical vegetation control, including on-track application of herbicides and the use of brush-cutting equipment. The contractor is responsible for 25 feet in each direction from the nearest rail.

Vegetation control of the right-of-way will result in control of grass and brush growing within the DCTA Corridor ROW,

Vegetation control and maintenance from M.P. 721.76 to M.P. 729.8, where the Hike & Bike Trail exists parallel to the railroad, shall be maintained by the Contractor from the rail side of the primary

fence, or other defined limit as described below, or as otherwise directed by DCTA.



Landscaping and vegetation along the ROW must be maintained such that it should blend into the adjacent properties as much as practical, so that neighborhood complaints are minimized.

The Contractor may schedule ROW maintenance activities at any time that will not interfere with train operations or passenger movements.

The Contractor shall conduct a joint inspection of the Property no less often than quarterly. The inspection team shall consist of the Contractor Manager of Maintenance (or acceptable designees) and the DCTA's designated representative(s).

Where ROW fences exist on DCTA Property, such fences shall be maintained by the Contractor. Holes in fences shall be repaired, without limitation, as soon as the schedule will allow, but shall always be repaired within seven (7) days of discovery or DCTA notification. Fencing near schools shall receive immediate attention, not to exceed 48 hours from notification in order to prevent unauthorized access to DCTA owned and/or operated railroad right-of-way property.

Where sound walls exist on DCTA property, such sound walls shall be maintained by the Contractor. Failures in sound walls shall be reported to DCTA and remediated at the direction of DCTA.

#### 4. SIGNALS, COMMUNICATIONS

- 4.1. Contractor shall maintain all signal and communications elements including wayside signals, bungalows, signal equipment, signal power locations, track circuits, signal houses and cases, control cables and wiring, switch machines, grade crossing protection equipment (including gates, flashers, bells, signage, equipment), electric locks and derails, radios, data networks, communications infrastructure, telephone systems, and other related signal and communications equipment to insure a safe and reliable service.
- 4.2. Contractor shall employ qualified staff and provide all signal and grade crossing materials, supplies and equipment, except for items listed in the DCTA inventory. The materials and equipment listed in the inventory are owned by the DCTA and will be made available to the Contractor for the provision of commuter rail service.
- 4.3. All maintenance shall be maintained to safe and reliable standards established by the FRA, Manual on Uniform Traffic Control Devices (MUTCD), AAR, AREMA, State, and Contractor standards. These standards shall apply until such time as DCTA issues its own Signal and Communications Standards, which shall not deviate from industry standards to a significant extent.
- 4.4. Signal and Communications systems shall be maintained in such a manner as to keep service failures and/or train delays to an absolute minimum. Any modifications to signal and

communications systems or DCTA's signal maintenance and construction standards shall not be made unless authorized in writing by DCTA. Emergency modifications may be performed in the interest of safety. Verbal notification of such modifications shall be made within four (4) hours of initiation of such modifications. A request for final modifications shall follow in writing within twenty-four (24) hours of such initiation. The request shall include a detailed explanation of the required modifications, and the reason it was initiated.

- 4.5. Signal or communications systems shall not be modified, expanded, or deleted without written authorization from DCTA. The Contractor shall prepare and defend all necessary documents required for modifications. When such authorization is given, it shall be the responsibility of the Contractor to prepare for DCTA submission all necessary applications with the FRA or the State for changes, additions, modifications, or new installations. This application shall be signed by DCTA.
- 4.6. Material for maintenance or construction shall meet and/or exceed AREMA recommended practices. These standards shall apply until such time as DCTA issues its own Signal and Communications Standards, which shall not deviate from industry standards to a significant extent. Any deviation from these standards shall be approved by DCTA in writing.
- 4.7. The Contractor shall be responsible for coordination with the dispatcher and DCTA with regard to any unusual occurrence that would cause service disruption, result in public complaints or inhibit the safety of the general public or DCTA contractors including, but not be limited to, crossing accidents, FRA code violations, false proceeds, crossing activation failures or any severe damage. The DCTA dispatcher shall make notifications to law enforcement organizations, but Contractor shall also provide notification to insure public safety. The Contractor shall protect trains and initiate whatever measures are necessary to mitigate any such circumstances as described. Where rail-highway grade crossings are involved, the Contractor shall take immediate action to provide warning of approaching train to the public.
- 4.8. Signal and communication houses, cases, and apparatus shall be kept free of brush, graffiti, rust, dirt, water, insects, and rodents.
- 4.9. Temporary signal repairs shall be made permanent as soon as practicable but in no case shall they be in place more than 30 days.
- 4.10. Broken crossing gates will be repaired within 2 hours after being able to enter the scene. Upon receipt of a credible report of any type of crossing warning system defect, damage, false activation or activation failure, the dispatcher must first take action to protect trains and motorists using the crossing. This protection shall be in compliance with FRA Part 234.101 through 234.109 regulations.

## **5. PTC SYSTEM MAINTENANCE**

DCTA is currently implementing Positive Train Control (PTC) utilizing an Enhanced Automatic Train Control (E-ATC) system and will be fully in-service in late 2017. The Contractor is required to support the PTC implementation contractor, Alstom, during construction, testing, and start-up by providing access to signal and communications facilities and flagging. Contractor personnel will receive training prior to the commissioning of the system. Once the system is commissioned, the Contractor is required to perform maintenance and troubleshooting on the PTC system for the life of the contract. The contractor is required to contact Alstom for any technical support. If there is a cost associated with PTC system maintenance, the contractor should price this cost starting in FY18.

## **6. SITUATIONAL REPORTING**

### FRA False Proceed Report:

An oral report will be made immediately. A preliminary written report shall be provided to DCTA within twenty-four (24) hours of the reported false proceed.

The final report shall be submitted to DCTA within fifteen (15) days of the false proceed. The report shall be filed on Form FRA F6180-14.



## **7. COMMUNICATIONS TOWERS**

Contractor shall be responsible for maintenance of DCTA North Communication Tower (located at 1101 Teasley Lane, Denton) and South Communication Tower (located at 1720 Railroad St, Lewisville). Both towers are 180', self-supporting, round member communications towers.

The towers should be inspected annually or when there is an indication of a lightning strike, wind gusts in excess of 70 MPH or sustained degeneration of signal. The contractor shall inspect the anchor bolts and grounding connections. The contractor shall also climb the towers annually and inspect all bolted or welded connections for signs of rust. Any repairs to the steel shall be made with a cold galvanizing compound conforming to ASTM A780. The contractor shall also inspect the ground cable, coax, antennas, connectors and cable ladder for signs of wear or deterioration.

## **8. IDENTIFIED DART SIGNAL FACILITIES**

Contractor shall maintain only the approach warning system within the DCTA Corridor from M.P. 742.80 (Ismaili Center Circle) through M.P. 742.40 (W.B. SH-190 Frontage Road). The warning devices (i.e. crossing gates, lights, cantilevers, and signs) for the three (3) crossings within this line segment shall be maintained by the DART Signal Department.

Cut out circuits shall not be installed at the grade crossings at either of the frontage roads at SH-190 or at Ismaili Center Circle. Contractor agrees that it shall respond to notification that gates are malfunctioning at any of these crossings as soon as possible, but no more than 40 minutes after notification. The Parties agree that they shall develop a notification procedure whereby the appropriate dispatch center shall notify the other Party's dispatch center of an issue at any of these crossings and, further, the Parties shall coordinate with each other to minimize to impact on the other Party's corridor and operation.

Contractor shall not be responsible for maintenance of any DART facilities between Frankford Road (M.P. 741.37) and Ismaili Center Circle (M.P. 742.80).



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Special Provisions**

## Special Provisions

### 1. Procurement Schedule

Site Visits	Saturday, April 2
Site Visits	Sunday, April 3
Pre-Proposal Conference	Monday, April 4
Due Date for Questions	Friday, April 8
Agency Responses	Friday, April 15
Due Date for Questions	Friday, April 22
Agency Responses	Wednesday, April 27
Due Date for Proposals	Wednesday, May 4
Oral Presentations	Thursday May 19
Reference Property Site Visits	TBD
Anticipated Award	June

### 2. Site Visits

Site Visits will be conducted on the following days:

**Saturday, April 2, 2016 at 8am. Facility & Vehicle Tour.** The Operations and Maintenance Facility (OMF) tour will consist of viewing/inspecting the vehicle, maintenance/shop area, backup dispatch office and server room, roof, maintenance records, and storage areas.

NOTE- Saturday is a normally scheduled operations work day. Please be mindful not to interfere with people working. Additionally, all tracks are considered live at all times.

**Sunday, April 3, 2016 at 8am. Right of Way Tour.** The Right of Way tour will consist of hi railing the entire DCTA corridor, and viewing the South Tower and signal houses/bungalows. Space is limited for the hi rail trip, and each offeror's designated representative will need to coordinate through Athena Forrester at [aforrester@dcta.net](mailto:aforrester@dcta.net) or 972-316-6092 to RSVP.

Offerors planning to attend the site visits should bring and wear proper PPE, including boots with a defined heel, hard hat, safety glasses, and safety vests. **No additional site visits will be granted.** Offerors are encouraged to ride the system at their leisure.

On each day, the site visit will begin at 8am. People attending the site visit should report to the following address: 640 Texas 121 Business. Lewisville, TX 75057.

### 3. Pre-Proposal Conference

A Pre-proposal Conference will be held on Monday, April 4, 2016 at 9:00 am, at 1955 Lakeway Drive, Suite 260. Lewisville, TX 75057. The pre-proposal is not mandatory but all interested parties are encouraged to attend.

#### **4. Contract Type**

This is a fixed-price contract with price adjustment, lump sum items, definite and indefinite quantity items, and unit cost items.

#### **5. Notice to Proceed**

The Contractor shall not proceed with any work required under this contract without a written Notice to Proceed from DCTA.

#### **6. Term of Contract**

The term of this contract shall be nine (9) years from Notice to Proceed (NTP), with an option to extend for an additional term of five (5) years. It is anticipated the contract effective date will commence October 1, 2016, through and including September 30, 2025, with the option to extend through September 30, 2030.

#### **7. Exercise of Option**

The Authority may, at its sole discretion, exercise the option for the additional five (5) year term of this contract by written notice to the Contractor. Where noted and applicable, appropriate discussions and negotiations will be organized between the Contractor and Authority to finalize the details of the options. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.

The total duration of this contract, including the exercise of the option under this clause, shall not exceed 14 years from notice to proceed.

If an extension is required, DCTA will give as much notice as possible, but not less than sixty (60) days from the contract end date.

#### **8. Allowance and Reserves Work**

The Authority has established allowance and reserve items in the Price Schedule of the contract. Funds not authorized or unused in these categories shall not be paid to the contractor at conclusion of the contract. Allowance and reserves funds shall be expended by the contractor only after written Authority approval of proposed purchases. The Contractor shall maintain a separate account of all incurred, direct costs for the work allocated to these items. Only allowable and allocated direct costs shall be reimbursed. A 10% fee shall be paid by DCTA for work performed over and above direct cost. There shall be no compensation for any other related costs included but not limited to overhead and indirect costs, commission or profit.

#### **9. Payment and Performance Bonds**

Performance Bond. The Bidder shall furnish with its proposal, certification that a Performance Bond in the amount of \$500,000 (subject to adjustment to correspond with execution of Contract Options or modifications) will be furnished should the proposer become the successful Contractor. The proposer shall also provide with its proposal a similar statement from its surety. DCTA requires all Performance Bonds to be secured through an insurance company (or companies) which is/are licensed in the State of Texas or which is/are approved by DCTA. The insurance company must have a rating of B+ or better. The name of the agency or agency writing

the bond shall be identified with or on the bond. Bonds shall be submitted to DCTA within 30 days of Notice to Proceed.

Payment Bond. The Bidder shall furnish with its proposal, certification that a Payment Bond in the amount of \$500,000 (subject to adjustment to correspond with execution of Contract Options or modifications) will be furnished should the proposer become the successful Contractor. The proposer shall also provide with its proposal a similar statement from its surety. DCTA requires all Payment Bonds to be secured through an insurance company (or companies) which is/are licensed in the State of Texas or which is/are approved by DCTA. The insurance company must have a rating of B+ or better. The name of the agency or agency writing the bond shall be identified with or on the bond. Bonds shall be submitted to DCTA within 30 days of Notice to Proceed.

## **10. Additional Bond Security**

The Contractor shall promptly furnish additional security required to protect the DCTA persons supplying labor or materials under this contract if --

- (a) any surety upon any bond furnished with this contract becomes unacceptable to the Authority;
- (b) any surety fails to furnish reports on its financial condition as required by DCTA; or
- (b) the price is increased so that the sum of any bond becomes inadequate in the opinion of the Contracting Officer.

## **11. Invoicing and Payment**

Payments for Services shall be in accordance with the Schedule of Pricing. All monies owed the Contractor for any one month shall be paid to the Contractor within thirty days receipt of a properly prepared and fully-documented invoice. Contractor shall submit invoice or invoices each month to AVP, Transit Operations or designee which reflect the compensation which is due the Contractor. In the event DCTA disagrees or disputes any invoice or item contained therein, it shall promptly notify and provide Contractor a written statement setting forth the nature and basis of the disagreement. Further, if DCTA disagrees with an invoice or item therein, it shall pay the undisputed amounts of such invoice within thirty days and proceed to resolve the disputed amounts pursuant to dispute resolution procedures contained in this Contract.

### Monthly Payments

- a. Management/Administrative/Overhead Fee: Commencing October 1, 2016 and thereafter on a monthly basis, the Contractor will receive one twelfth of the annual amount shown as the Management/Administrative/Overhead Fee in the Schedule of Pricing.
- b. Dispatch Operations Fee: Commencing October 1, 2016 and thereafter on a monthly basis, the Contractor will receive the one twelfth of the annual amount shown as the Dispatch Operations in the Schedule of Pricing.
- c. Facility Maintenance/Maint of Way/Signals/Comms: Commencing October 1, 2016 and thereafter on a monthly basis, the Contractor will receive the one twelfth of the annual amount shown as the Facility Maintenance/Maint of Way/Signals/Comms Fee in the Schedule of Pricing.
- d. Payment for Train Hours: The Contractor will receive a monthly payment calculated by multiplying the Train Hours Rate in the Schedule of Pricing by the monthly number of Scheduled Train Hours. At each month end, a reconciliation of Actual to Scheduled Train

hours shall be performed. If Actual Train Hours are greater or less than scheduled train hours, the Contractor shall include an adjustment in the next monthly invoice.

- e. Payment for Car Miles: The Contractor will receive a monthly payment calculated by multiplying the Car Mile Rate in the Schedule of Pricing by the monthly number of Scheduled Car Miles. At each month end, a reconciliation of Actual to Scheduled car miles shall be performed. If Actual car miles are greater or less than scheduled car miles, the Contractor shall include an adjustment in the next monthly invoice.
- f. DBE: The Contractor shall fill out the DCTA DBE form and shall be submitted with the monthly invoice.
- g. Penalties: The Contractor's Management/Administrative/Overhead Fee shall be adjusted for penalties as defined in the Scope of Work, Part 1, Section 8.2.
- h. Other Payments: Other payments due the Contractor not covered by 1 (a) – 1 (f) above are delineated in the Schedule of Pricing and will be authorized in advance by the AVP, Transit Operations or designee. Invoices shall be submitted by the 10<sup>th</sup> day of each month to the AVP, Transit Operations or designee. Payment to the Contractor shall be within thirty days receipt of a properly prepared and fully-documented invoice.

## 12. Insurance Requirements

### Contractor-Furnished Insurance:

1) The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of DCTA and the Contractor with limits of liability not less than those specified below.

a) Commercial General Liability insurance or its equivalent, listing DCTA and DART as additional insured, providing limits of not less than \$5,000,000 for bodily injury and property damage per occurrence with a general aggregate of \$10,000,000 and a products and completed operations aggregate of \$5,000,000. This insurance shall be primary and non-contributory. There shall not be any policy exclusions or limitations for 1) Contractual Liability coverage Contractor's obligations, 2) Medical Payments, 3) Fire Damage Legal Liability Broad form property damage, 4) Liability for Independent Contractors.

b) Commercial Automobile Liability insurance or its equivalent, listing DCTA and DART as an additional insured, covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury and property damage liability of not less than \$5,000,000 per occurrence. In the event the vendor will drive or take custody or control of DCTA's vehicles, the policy shall also provide physical damage coverage for non-owned autos providing limits of not less than \$150,000 per vehicle with a deductible not to exceed \$2,500.00.

c) Workers' Compensation Insurance, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the Contractor's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DCTA. The policy shall also be endorsed to name other interests as directed by DCTA.

2) Certificates of Insurance. Before commencing execution of this contract, the Contractor shall mail Certificates of Insurance satisfactory to DCTA at the following address:

DCTA  
Procurement  
PO Box 96  
Lewisville TX 75067

Said certificates of insurance policies must provide evidence that insurance as required by Paragraph "a", and all subparagraphs to "a" above, is in force, stating policy number, dates of expiration and limits of liability there under. All copies of policies and Certificates of Insurance submitted to the Authority shall be in form and content acceptable to DCTA. If, during the performance period of the Contract, any required coverage expires, the Contractor shall furnish a renewal certificate no later than the expiration date of the coverage in question.

3) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the DCTA. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's Rating of A- or better, or satisfactory to DCTA.

4) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, Automobile Liability and as otherwise required above shall be endorsed to name DCTA, their directors, officers, representatives, agents and employees, and DART as additionally insured. The policy shall also be endorsed to name other interests as directed by DCTA. The policies shall be primary and non-contributory.

5) Notice of Cancellation or Material Change: All policies shall be endorsed to provide notice of cancellation or non-renewal to DCTA by carrier, or if unavailable, Contractor must provide DCTA with thirty (30) days advance written notice of cancellation or non-renewal, other than cancellation for non-payment of premium which shall be ten (10) days' notice to DCTA. Contractor must notify DCTA of any material change of reduction in coverage to the Contractor's insurance policies.

6) Subcontractors. If any part of the work is subcontracted, Contractor shall require any and all subcontractors performing work under this contract to carry workers compensation insurance, in accordance with paragraph (1) (b) above. The Contractor shall determine any other types of insurance and the limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the Authority. In the event a subcontractor is unable to furnish any insurance required under this Contract, the Contractor shall endorse the subcontractor as an Additional Insured or become an Alternate Employer. The Contractor shall obtain and furnish to the Authority certificates of Insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers compensation insurance expires during the period of performance, Contractor shall obtain a renewal certificate. All certificates of workers' compensation insurance must be maintained by the Contractor for a period of not less than 1 year. All other insurance certificates for subcontractors shall be furnished to the DCTA upon request.

7) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

8) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the Authority for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

9) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

**Authority Provided Insurance:**

Rail Operations Liability Insurance – Rail Operations Excess rail Liability Insurance – the DCTA will furnish, at their sole cost and expense, via a combination of insurance and self-insurance a rail operations excess rail liability program that meets the requirements of DCTA operating agreements. DCTA agrees to include the Contractor as additional insured in its coverage with a minimum of \$125,000,000 worth of primary and non-contributory liability insurance coverage through purchased insurance This liability insurance will cover accidents occurring on the DCTA rail corridor. **Dispute Resolution**

DCTA will make every attempt to resolve contractor disputes and the fastest and most agreeable fashion possible. Below is the dispute resolution matrix that will be followed:

<b>Dispute Resolution Matrix</b> (in business days)	
5 days	Contractor functional staff and DCTA AVP Operations
10 days	Contractor General Manager or equivalent and DCTA Chief Operating Officer
20 days	Contractor President and DCTA President

The prescribed number of five business days of going unresolved, the problem will automatically be escalated to the next level of the matrix. If after 35 business days the issue remains unresolved, and a resolution is unable to be reached between the working members, a third party resolution board will be brought in to investigate.

If the contractor employs subcontractors, the contractor will be responsible for resolving any disputes with subcontractors.

### **13. Deliverables**

All forms and other documents that may be required and timelines for submission, can be found in the Appendix # 2.

### **14. Code of Conduct**

All Contractor personnel shall be qualified for the work assigned to them and shall perform their duties in a safe, reliable, courteous, efficient, and competent manner. Contractor personnel who fail to meet such requirements shall be deemed to have engaged in conduct unbecoming an employee. Contractor personnel engaged in performing the Services shall not deface, damage, destroy, vandalize or litter rolling stock, station areas, or any other part of the Service Property, Service Equipment, and Rolling Stock, and shall not, while engaged in the performance of the Services, smoke, read personal material, watch or listen to television or other video devices, use other electronic devices (such as cellular phones or personal digital assistants) for personal reasons, sleep or appear to sleep, or fail to perform duties in a timely manner as assigned. Any such conduct is



conduct unbecoming an employee. In addition, conduct unbecoming an employee shall include, but shall not be limited to, the following conduct or behavior:

- Misconduct towards a customer or other person on the property, including without limitation to abusive, hostile, argumentative, discriminatory, or demeaning behavior.
- Failure to comply with established customer service standards.
- Negligent performance of the Services.
- Use or possession of illegal drugs or alcohol.
- Use or possession of firearms or other weapons.
- Dishonesty, including without the following limitations:
  - Theft
  - Willful failure to accurately complete required reports.
  - Disorderly conduct.
  - Fighting.
  - Insubordination.
  - Criminal activity or reasonable suspicion of criminal activity.
- Failure to comply with the DCTA System Safety Program Plan, or any other act evidencing disregard for established safety standards and rules.
- Vandalism or other intentional damage to Service Property, Rolling Stock or other equipment, DCTA Support Property or Third-Party property.
- Failure to comply with any regulation, rule, procedure or instructions required in order to comply with the Americans with Disability Act (ADA) or other applicable accessibility law or regulation.

**Conduct Unbecoming an Employee**

Contractor shall promptly investigate all reports of Conduct unbecoming an employee and shall initiate appropriate corrective measures, which shall include disciplinary action and:

- barring such Contractor personnel from the Service Property,
- removing such Contractor personnel from the performance of Contract Services,
- Transferring such Contractor personnel to a job that does not require interaction with Customers or the public.

The Contractor shall also take steps to ensure that similar instances of Conduct Unbecoming an Employee will not occur in the future.

**15. Gross Negligence**

Gross negligence on behalf of the contractor that results in service disruption may be considered grounds for a breach and termination of contract. For example, if normal arrangements were not

made to fuel the vehicle, and the vehicle ran out of fuel on the mainline as a result, this would be considered gross negligence on behalf of the contractor. In the event that the agency elects to terminate the contract, the incumbent would have 6 months to demobilize.

The Contractor shall be responsible for any fines assessed by the FRA or other regulatory body to DCTA or the Contractor arising from the actions or inaction of the Contractor or the Contractor's employees.

#### **16. Federal Regulations and Proper Notifications**

Periodic additions and changes may be necessary due to changes of federal regulations. In the event that federal regulations change that result in changes or upgrades that need to be completed, the agency will reimburse the Contractor for the work. For example, if the emergency lighting requirements on the vehicle require an upgrade, and the federal change notice was sudden, the agency will reimburse the contractor at a negotiated rate to bring the vehicle up to federal compliance. Additionally, DCTA will perform an assessment of how the change in federal regulations will impact the contract, and solicit from the Contractor to provide the cost associated with implementing the change.

If the Contractor is negligent or not timely in notifying DCTA of any changes in sufficient time to address them, the Contractor will be responsible for the cost. For instance, if railroad crossing signage is due to be updated in 2017, and the Contractor notifies the agency a month before the deadline due to negligence, the Contractor will be responsible for the cost of updating. A proper notification is considered 6 months in advance to allow the agency to budget accordingly. If critical or emergency change to a federal regulation or applicable NTSB recommendation is issued with short notice to implement (6 months or less), DCTA will reimburse the Contractor at a negotiated rate for the associated cost.

## 17. Safety Provisions

The contractor is responsible for ensuring compliance to all safety regulations including but not limited FRA, EPA, TCEQ, TXDOT, and DCTA's various safety plans. The contractor is responsible for the safety of all day to day operations and maintenance activities of the system.

### A. Railroad Worker Protection and On-Track Safety

The Contractor and all subcontractors agree to abide by and be governed by all federal and municipal governmental entities having jurisdiction, public laws, ordinances, and railroad regulations, policies and operating rules established by any railroad or other applicable railroad regulating body.

The Contractor shall develop a written formal "On-Track" safety plan in accordance with Federal Railroad Administration (FRA) requirements. Plan shall address service activities conducted adjacent to or located physically on active railroad systems. The plan must define work assignments, personal protective equipment (PPE), emergency response actions and on-track protection procedures when construction activities and/or employees are expected to encroach or foul active railroad tracks (consult 49 CFR 214 for railroad terms, definitions and procedures.) Plan must be formally reviewed and approved by the applicable DCTA representatives prior to commencement of any job site construction activities. The On-Track safety plan/program at a minimum shall address the following:

- Formal designation of contractors "Employee-in-Charge" (EIC), who will conduct mandatory job (work group) pre-briefing;
- Procedures to be followed for notifying railroad officials of work locations, work group size, track obstructions and affected start and stop times;
- On-track protection procedures to be implemented i.e., flagmen, alerting systems, limits of work area, emergency response actions e.g., telephones, medical equipment, fire/rescue access locations, derailing devices, etc.;
- Minimum PPE requirements e.g., hard hat, safety glasses (with fixed side shields), reflective safety vest or outer garment, steel toed work boots, trousers (full length), and long sleeved shirt.
- All employees within the 25-foot railroad work zone shall attend a DCTA approved Roadway Worker On-Track Safety program (4 hour). Certain employees determined by DCTA shall attend an expanded AREMA Sanctioned Roadway Worker On-Track Safety program (8 hour).
- The Contractor and subcontractors requiring access to DCTA's right of way shall comply with and conform to all policies, procedures and requirements. Failure to comply with safety rules, regulations policies and procedures can result in personnel being removed from the jobsite. DCTA will not incur or honor any requests or claims for financial damages resulting from such removal.
- The Contractor agrees to notify DCTA at least 14 days in advance of the Contractor commencing its work and at least one (1) week in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within 25 feet of any track. Upon receipt of such notice, the appropriate DCTA representative in charge of the project will determine and inform the Contractor whether a flagman need be present. Such services will be provided at the Contractor's expense with the understanding that if DCTA provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.
- No work performed by the Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of DCTA unless specifically authorized in advance by the DCTA representative. Nothing shall be done or suffered to be done by the Contractor at any time that would in any manner impair the safety thereof. Watchmen will be required if the Contractor provides and maintains a construction safety fence located 10 feet from the centerline of the nearest track, separating the Contractor's operation from the railroad, and work does not require any equipment extension (such as, but not limited to, a crane boom) that will reach to within 15 feet of the centerline of any track. When not in use, the Contractor's machinery and materials shall be kept at least 15 feet (with construction safety fence) or 25 feet (without construction safety fence) from the nearest rail, and there shall be no crossings of the tracks except at existing open public crossings.

- Train or equipment movement should be expected on any track, in any direction, at any time. Work will not be performed at less than 25 feet from nearest rail without a DCTA representative present, unless track is protected by track bulletin and work has been authorized by the DCTA representative in charge of the project.
- Do not walk between rails or foul track, except when duties require and proper protection is provided. When necessary to cross tracks, look in both directions and keep a minimum of 25 feet from the nearest end of stationary rail equipment. Do not crawl under or between rail cars. Under certain conditions, trains and equipment can approach without being heard. Proper attention and protection are essential to personal safety when working near railroad tracks.
- When a train is approaching, men or equipment working less than 25 feet from the nearest rail will stop work and move as far away from the track as practical, facing the track, until the entire train has passed. This assures the train engineer that the train has been seen, and it is safe to proceed. Failure to do this could result in the engineer placing the train into emergency, which could result in personal injury to passengers, damage to the train, and delay to rail traffic. After notification by the appropriate flagman that no other trains are within the working limits, work may then resume.
- Any damage to the DCTA property will be reported immediately to the DCTA representative in charge of the project. Any vehicle or machine contact with a track, signal equipment or structure (bridge) could result in derailment and is to be reported by the quickest means possible to the DCTA representative in charge of the project.
- Emergency numbers are to be obtained from the DCTA representative in charge of the project prior to the start of any work and posted at the job site for the duration of the project.
- Excavating on the right of way could result in damage to buried cables resulting in delay to railroad traffic. Before any excavation commences, contact DCTA signal and track representative in charge of the area. All underground and overhead wires are to be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the contractor's responsibility to notify any other companies that have underground utilities in the area before excavating. All excavation will be protected as required by the DCTA representative in charge of the project and back filled as quickly as possible.

\*Please reference the Appendices for all safety plan deliverables and timelines.

The contractor will provide a monthly, quarterly, and annual report that documents safety, efficiency testing, incidents, and accidents. This will be used as a training tool and reviewed during periodic safety meetings.

#### **B. Confidential Close Call Reporting System (C3RS)**

C3RS is an FRA-funded program to improve safety practices. It is based on learning about potentially unsafe conditions, or close call events, that pose the risk of more serious consequences. The C3RS program is designed to help adapt a confidential reporting system to the needs of the U.S. railroad industry and to evaluate its effectiveness in improving safety. In addition to FRA, stakeholders include labor organizations, railroad carriers, NASA, and the USDOT Volpe Center.

This program will be used as a training tool to identify trends and to become proactive in safety. This program is not intended as a punitive measure. For example, if a Train Operator has a close call on a train and sends in the report (anonymously), he will not be punished later. The information will be given to the contractor as information for any future training or root cause analysis.

The contractor will participate in this program. More information is attached Appendix 3.

#### **18. Contract Identification Number**

The contract number shown on the Solicitation shall be clearly displayed on all correspondence, invoices and submittals.

## **19. Drug and Alcohol Testing, Non-Construction**

Contractor shall comply with the drug and alcohol testing procedures applicable to Contractor employees including, but not limited to, the requirements of 49 CFR Part 219. Contractor shall change the drug and alcohol testing procedures as and when required by any applicable law or regulation, but shall not make any other changes to these procedures without prior notice to, and approval by DCTA. Names and test results will always be treated in a confidential manner, to the extent allowed by law.

The Contractor shall certify annually to the Authorities its compliance with 49 CFR Part 219.

Failure to comply with the provisions of this clause may be grounds for termination.

## **20. Employees, Subcontractors and Outside Contractors**

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the DCTA in connection with the award of this contract. Any substitution of such subcontractors, associates, or consultants will be subject to the prior written approval of The Contracting Officer.

(b) The request for such additional approval must include the individual's name, the proposed task, and the proposed manner and rate for charging the individual's time. Moreover, DCTA reserves the right to require the Contractor to remove any entities or individuals from tasks to which they have been assigned. The Contractor must give the DCTA at least thirty (30) days written notice of its intention to remove any personnel from the work or to reassign any personnel to other portions of the work.

## **21. Other Contracts**

The DCTA may undertake, or award other contracts for, additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with employees of the DCTA and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by The Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by employees of the DCTA.

## **22. Coordination with Other Entities**

(a) The Contractor should expect, at a minimum, to interface with the following contractors, agencies and property owners:

1. Regional Commuter Rail Operation and Maintenance Provider
2. DCTA A-train and DART/The T TRE contracted Operations & Maintenance provider
3. Dallas Area Rapid Transit
4. Denton County Transportation Authority (DCTA)
5. The "T" (Fort Worth Transportation Authority)
6. Union Pacific Railroad Company (UPRR), BNSF Railway (BNSF), Fort Worth & Western Railroad (FWWR), Dallas, Garland, and Northeastern Railroad (DGNO)
8. Verizon
9. Public Utilities
10. Other DCTA Contractors (as required)

(b) It is the express obligation and duty of the Contractor under this contract to coordinate its work with the work of other contractors. The Contractor shall not unreasonably impede, hinder or delay the DCTA or any other contractor in performance of their work. It is the Contractor's duty under this contract to communicate with any contractor who will be performing work, which may connect, complement or interfere with the Contractor's work and to resolve any disputes or coordination problems with such contractor.

### **23. Disclosure and Dissemination of Information**

(a) Except as expressly approved by the DCTA, the Contractor shall not disclose, communicate or divulge to any person or entity other than the DCTA, FRA or the FTA, or use for its own benefit or the benefit of any other entity, any materials prepared or any information acquired in the course of performance of this contract.

(b) The Contractor and/or its subcontractors shall not publish, permit to be published or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of this contract without prior written consent of the DCTA. Two (2) copies of any materials proposed to be published or distributed shall be submitted to the DCTA for its approval.

### **24. Access to Adjacent Properties**

Work operations performed on DCTA's property shall be conducted in such a manner as to cause minimal inconvenience to the public and to owners of abutting property. Existing access to property shall be maintained as far as possible. If new access must be provided, every effort shall be taken to provide the new access before the existing access is removed.

### **25. Protection of DCTA Property**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, DCTA. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to DCTA as the Project Manager directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

### **26. Environmental Compliance**

The Contractor shall be aware of and comply with all applicable environmental laws, ordinances, and regulations promulgated by applicable Jurisdictional Entities. Compliance with any changes or revisions in regulatory requirements shall be the responsibility of the Contractor. In the event of differing regulations, the most stringent shall apply. Contractor shall advise the DCTA in the event regulatory changes or revisions require modification to operations, equipment, or the facility. The DCTA and affected designated DCTA representatives will evaluate the concern and may enter into negotiations with Contractor.

### **27. Utility Relocation**

The Contractor shall give notice to DCTA of all utilities, which require relocation in connection with the services. Such notice shall be given in a timely manner so as to permit such relocation without delaying the service. DCTA will be responsible for relocation of utilities identified in the Contractor's notice, as necessary, but may require such relocation to be performed by the Contractor.

## **28. Duty of the Contractor to Perform**

In the event the Contract is terminated for any reason or the Contract ends following completion of the term the Contract and if required by the DCTA, Contractor shall continue to perform the Contract services and transition activities to preserve and protect the operational and safety integrity of the DCTA and to effect a smooth transition to the successor Contractor. Such activities shall include but are not limited to:

- a) Upon written request of the DCTA and until a successor contractor is contracted by the DCTA and full mobilized, Contractor shall provide the Contract services in accordance with the Contract requirements and at the Contract rates. This service shall be provided until the Contractor receives written notice from the DCTA citing the date and time for termination of services. The DCTA will endeavor to minimize this period of performance and shall provide at least 30 days advance notice of final termination of services.
- b) The Contractor shall provide a "best effort" level of cooperation with the new Contractor to help ensure a smooth transition. Demobilization payments shall be tied to such cooperative efforts and will be solely determined by the DCTA, to include, without limitation, the following:
  - i. Timely provision of access for new Contractor personnel to relevant information regarding the Service and Service Property;
  - ii. Attendance by Contractor personnel at joint transition meetings as may reasonably be required by DCTA or the new Contractor; and,
  - iii. Provision by Contractor of sufficient management and supervisory personnel during the initial seven days of Service conducted by new Contractor to assure a smooth, safe and efficient service transition.
- c) Any Maintenance-of-Way (MOW) equipment owned by the Contractor which are used in providing the services shall, upon the expiration or termination of this Contract, shall be transferred to DCTA. The Contractor shall promptly take all necessary actions to transfer title thereto to the DCTA at no cost to the DCTA. If the

DCTA gives written notice of refusal of any MOW item, the Contractor shall promptly liquidate the equipment with all proceeds credited to the Transit DCTA.

## **29. Conveyance of Records and Documents**

In the event the Contract is terminated for any reason or the Contract ends following completion of the term of the Contract, the Contractor shall convey the following documents and information to the DCTA:

- a. When requested by the DCTA, a list of employees who are performing services under the Contract with the job classifications/titles, wage rates, benefits of all employees, upon request. The DCTA may make this information available to any entity that may propose to provide successor services.
- b. No later than 10 days after termination or completion of the Contract, the Contractor shall furnish to the DCTA all records and documents as requested by the DCTA, to include, without limitation, the items listed below to the extent they exist in the Contractor's files. Additionally all reports and notifications specified in the Reporting, Record Retention, and Access to Required Reports section

and the Management Information Systems shall be made current and complete at the time of the termination or completion of the Contract. Any such reports or notifications which normally may not be due at the time of the final day of Contractor responsibility, particularly in the case of early termination or completion, shall be completed on a pro-rated basis to the final day of the Agreement. Where practicable, all records and documents will be delivered in electronic format with hard copy or as otherwise mutually agreed to by both the Contractor and DCTA. The data shall reflect conditions and status as of the final day of Contractor responsibility under this Agreement.

The above notwithstanding, any and all reports, records or other documents which relate to National Transportation Safety Board (NTSB), FRA or DCTA findings or deficiencies shall be delivered to the DCTA immediately upon termination or completion of this Agreement. The Contractor also shall, upon termination or completion of this Agreement, furnish all older records and documents covering the period inception of the DCTA Service through the end of this agreement or the Service Date, whichever is later.

The records and documents, in both electronic native format and hard copy, to be furnished in accordance with the Contractor's approved document control plan include, but are not limited to:

- 1) Current Timetable, Slow Orders, General Orders and copies of all such Timetables, Slow Orders and General Orders since the Service Date;
- 2) All Standard Operating Procedures and Plans developed for the Transit DCTA as identified in this Scope of Services;
- 3) Maintenance, Repair, Inspection and Modification Project records for each passenger car, rubber-tired vehicle, maintenance of which warranty/repair records are kept;
- 4) Inventory of all assets, materials, supplies, spare parts, etc. provided or paid for by the DCTA, including identification of all new, secondhand/reusable, and scrap materials where applicable, and a current pricing (valuation) of all such inventory;
- 5) Mileage and repair records for all DCTA-provided vehicles;
- 6) All dispatching records;
- 7) Daily Report database, in DCTA-approved format;
- 8) Rail vehicle maintenance information system and material management system databases, in DCTA-approved format;
- 9) Facility maintenance database, in DCTA-approved format;
- 10) Network schema of systems installed or maintained by the Contractor;
- 11) Copies of all environmental related documents, registrations, permits, plans, inspections, as well as any other environmentally-related correspondence prepared in connection with these Services.
- 12) Records of all environmental spills, notices, warnings, violations, citations, etc. since the Service Date;



- 13) All incidents, accidents, fatalities or other injury and property damage records, reports, claims and correspondence (including current, unsettled claims) since the Service Date; including those related to:
  - a) Contractor personnel (employees)
  - b) Grade crossing
  - c) Motor vehicle
  - d) Trespassers
  - e) Invitees (passengers, Contractors, etc)
  - f) Lost time due to injury reports
- 14) All interrogatories from regulatory or other agencies, including responses and documentation;
- 15) All manuals, warranty documents and agreements for DCTA-provided equipment, machinery, components, vehicles, trailers, etc.;
- 16) Bills of sale and title documents conveying ownership of all DCTA- provided assets to the DCTA;
- 17) Copies of all utility, service or sub-Contractor agreements and contracts since the Service Date;
- 18) All Contractor correspondence files (material related to the DCTA);
- 19) Quarterly and Annual Training Reports since the Service Date;
- 20) Personnel, training and qualification, seniority roster and discipline records of all Contractor personnel not retained in the service of the Contractor beyond the term of this Agreement;
- 21) All proficiency, efficiency and drug testing records since the Service Date;
- 22) All communication with Federal Communications Commission (FCC) authorities, location of radio transmitters, receivers, leased lines, rented communication services, etc.;
- 23) All inspection reports, including track inspection, switch inspection and corrective actions;
- 24) Business contacts including contact names, telephone numbers and e-mail addresses within the current emergency response plan.
- 25) Current Purchase Orders issued but not fulfilled and reimbursable expenses for labor, material and other expenses not billed; and,
- 26) Assigned and assignable sub-Contractor agreements;
- 27) The names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor Contractor; and DCTA service.

All documentation provided or disclosed by the Contractor under this clause shall be subject to the public records laws of the State of Texas.

### **30. Cooperation with New Contractor**

The Contractor shall be obligated to provide a "best effort" level of cooperation with the new Contractor to help ensure a smooth transition. Demobilization payments, up to allowance in RFP, shall be tied to such cooperative efforts and will be solely determined by the DCTA, to include, without limitation, the following:

- 1) Timely provision of access for new Contractor personnel to relevant information regarding the Service and Service Property;
- 2) Attendance by Contractor personnel at joint transition meetings as may reasonably be required by DCTA or the new Contractor; and,
- 3) Provision by Contractor of sufficient management and supervisory personnel during the initial seven days of Service conducted by new Contractor to assure a smooth, safe and efficient service transition.
- 4) Termination for cause will invalidate demobilization payments.

### **31. Manufacturer's Warranty**

Any and all standard manufacturer's warranties shall accrue to the benefit of DCTA. The manufacturer's warranties referenced herein shall be in addition to any contractual remedies set forth in this contract, and in addition to any and all other statutory remedies or warranties imposed on the Contractor for the benefit of the Transit DCTA.

### **32. Warranty of Services**

#### **a. Definitions.**

- 1) "Acceptance," as used in this clause, means the act of an authorized representative of the DCTA by which the DCTA assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
- 2) "Correction," as used in this clause, means the elimination of a defect.
- 3) "Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

#### **b. Contractor's Obligations.**

- 1) Notwithstanding inspection and acceptance by the DCTA of supplies furnished under this Contract, or any condition of this Contract concerning the conclusiveness thereof, the Contractor warrants parts and labor for one year.
- 2) Notwithstanding inspection and acceptance by the DCTA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 working days of identifying the defect or nonconformance. This notice shall state either:

- 1) that the Contractor shall correct or re-perform any defective or nonconforming services, or
  - 2) that the DCTA does not require correction or re-performance.
- 3) If the Contractor is required to correct or re-perform, it shall be at no cost to the DCTA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the DCTA thereby, or make an equitable adjustment in the contract price.
- 4) If DCTA does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.
- 5) In the event DCTA performs services or purchases property within the scope of the Statement of Work, the warranties associated with the services and/or property shall be managed by and the responsibility of the Contractor.
- 6) Notwithstanding the presence of any warranty, the Contractor shall maintain all Services and Service Property related to the Statement of Work.



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**General Terms and Conditions**

## **GENERAL TERMS AND CONDITIONS**

### **1. CANCELLATION**

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

### **2. EVALUATION AND AWARD OF CONTRACT**

The Owner reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Proposals. Also, the Owner reserves the right to reject the Proposal of any Proposer if the Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, the owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner:

The Owner may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all proposals from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

### **3. ADDENDUM**

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

**4. PROOF OF INSURABILITY**

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

**5. CONFIDENTIALITY**

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

**6. TAXES**

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

**7. INDEMNIFICATION**

**IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.**

**PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.**

**PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA,**

EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION O SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, PROPOSER SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY PROPOSER ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

## **8. PAYMENT**

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice.

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable  
PO Box 96  
Lewisville, TX 75067  
Or email to [accountspayable@dcta.net](mailto:accountspayable@dcta.net)

## **9. ASSIGNMENT**

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

## **10. VENUE**

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

## **11. INDEPENDENT CONTRACTOR**

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

## **12. TERMINATION / DISPUTE RESOLUTION**

### **Termination for Convenience of DCTA**

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

### **Termination for Default**

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and



- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.
- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

#### **Termination of Force Majeure**

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

#### **Disputes**

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

#### **Notice of Dispute / Negotiated Resolution**

In the event that there is any controversy, claim or dispute between DCTA and the contractor arising out of or related to this contract or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy claim or dispute. During the thirty (30) days following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute. Either party may, during said thirty (30) day period, request the utilization of the services of a professional mediator, and the other party or parties to this dispute shall cooperate with such request and share the reasonable costs of such mediator.

### **13. PROTEST PROCEDURES**

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

### **14. ADMINISTRATIVE REMEDIES**

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Offeror agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests

relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

**15. OPEN RECORDS**

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Offeror believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

**16. CONTRACT**

The successful offeror may be required to execute a contract prepared and approved by DCTA General Counsel.

**17. RELATIONSHIP AND WORK IN GENERAL**

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

**18. ASSIGNMENT OF PERSONNEL**

Contractor agrees to assign qualified staff members including a Manager who shall be responsible for the task administration and work performance.

**19. EMPLOYMENT OF PERSONNEL**

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

**20. EMPLOYMENT OF VETERANS**

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**21. USE OF SUBCONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

**22. DBE SUBCONTRACTS**

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

**23. INSPECTION OF WORK**

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

**24. COPYRIGHT**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

**25. PROPRIETARY RIGHTS**

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

**26. OWNERSHIP OF DOCUMENTS**

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

**27. MAINTENANCE OF RECORDS**

Proposer must maintain records to show actual time involved in performance of the Work.

**28. CHANGES BY CONTRACTOR**

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

**29. WRITTEN ACCEPTANCE BY DCTA**

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

**30. CHANGE ORDERS / CONTRACT MODIFICATIONS**

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then

the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

**31. WHOLE AGREEMENTS**

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

**32. PARTIAL INVALIDITY**

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**33. TITLES AND HEADINGS FOR CONVENIENCE ONLY**

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

**34. COMPENSATION**

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

**35. PROMPT PAYMENT**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, sub contracts and sub-recipients.

**36. RETAINAGE**

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

**37. MINORITY OWNED FINANCIAL INSTITUTIONS**

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at <http://www.federalreserve.gov/Releases/mob/current/default.htm>

### **38. NON-DISCRIMINATION**

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future solicitations as non-responsible

### **39. GRATUITIES**

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

### **40. FUNDING**

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

### **41. FEDERAL FUNDS**

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. Federal dollars are anticipated to be utilized under this contract. Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

### **42. PROCUREMENT OF RECOVERED MATERIALS**

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### **43. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Disadvantaged Business Enterprise  
Provisions**

## DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

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### I. Bidder/Proposer Information

**Policy Statement:** It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 5 % of federally funded contract amounts. The specific goal for this contract is 5%.

**DBE Obligation:** DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

**Failure to achieve DBE contract goals.** If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in this formula for the DBE percentage goal as originally established.

**Breach of Contract.** All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

DCTA DBE Liaison Officer  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

## **II. Compliance Requirements**

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of



actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate ““Good Faith Efforts”” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

### III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer's compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

### IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a

DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.



# Request for Proposal

Number 16-08

A-train Operations and Maintenance

**Davis Bacon and Copeland Anti-  
Kickback Acts**

## DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

### **BACKGROUND AND APPLICATION**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should ensure the Acts' requirements are satisfied.

**(a)** The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

#### **(1) *Minimum wages.***

**(i)** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at

the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii)**

**(A)** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

*(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and*

*(2) The classification is utilized in the area by the construction industry; and*

*(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*

**(B)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**(C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) *Withholding.***

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) *Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**(ii)**

**(A)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead

the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

**(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

*(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;*

*(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;*

*(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

**(C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

**(D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore,



failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR5.12.

**(4) Apprentices and trainees**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits

for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(9) Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

**(i)** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.**

The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**(c)** In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and

weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Wage Rates for Denton County**

**The wage rates for Denton County are as of January 8, 2016. The Cost of adhering to all current and future wage determinations and fringe benefits (including social security, unemployment taxes, and workers compensation insurance, etc.) shall be exclusively the responsibility of the Contactor.**

General Decision Number: TX160026 01/08/2016 TX26

Superseded General Decision Number: TX20150026

State: Texas

Construction Type: Heavy

County: Denton County in Texas.

Heavy Construction, Including Treatment Plants (Does not include water/sewer lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/08/2016

ASBE0021-003 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems).....	\$ 21.52	7.15
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ELEC0020-004 06/01/2015		

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 29.81	8.84
Electrician.....	\$ 27.10	8.52
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ELEC0220-002 06/01/2014		

	Rates	Fringes
Line Construction:		
CABLE SPLICER.....	\$ 14.50	4.25
EQUIPMENT OPERATOR.....	\$ 23.07	4%+8.69
GROUNDMAN.....	\$ 14.42	4%+6.73
LINEMAN.....	\$ 28.84	4%+9.61

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ENGI0178-001 06/01/2009

	Rates	Fringes
Cranes:		
Hydraulic Crane (35 ton & under).....	\$ 23.70	9.35
Hydraulic over 35 tons, Derricks, Overhead Gentry, Stiffleg, Tower, etc., and Cranes with Piledriving or Caisson attachements.....	\$ 24.70	9.35

\* IRON0263-010 06/01/2015

	Rates	Fringes
Ironworkers:		
Reinforcing & Structural....	\$ 23.00	6.55

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PLUM0100-002 07/01/2013

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.88	8.83

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SHEE0068-002 11/01/2012

	Rates	Fringes
Sheet metal worker.....	\$ 27.64	8.84

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SUTX1990-039 08/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.536	
Concrete Finisher.....	\$ 9.603	
Form Builder.....	\$ 8.036	
Form Setter.....	\$ 9.578	
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 7.25	
Pipelayer.....	\$ 7.961	
Power equipment operators:		
Backhoe.....	\$ 10.971	
Bulldozer.....	\$ 9.942	
Front end loader.....	\$ 10.771	
Mechanic.....	\$ 9.88	
Motor Grader.....	\$ 11.633	
Oiler.....	\$ 9.183	
Scraper.....	\$ 8.00	



TRUCK DRIVER.....\$ 7.465

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing  
the wage determination. 07/01/2014 is the effective date of the  
most current negotiated rate, which in this example is July 1,  
2014.

Union prevailing wage rates are updated to reflect all rate  
changes in the collective bargaining agreement (CBA) governing  
this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that  
no one rate prevailed for this classification in the survey and  
the published rate is derived by computing a weighted average  
rate based on all the rates reported in the survey for that  
classification. As this weighted average rate includes all  
rates reported in the survey, it may include both union and  
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates  
the rates are survey rates based on a weighted average  
calculation of rates and are not majority rates. LA indicates  
the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and by any information (wage  
payment data, project description, area practice material,  
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

General Decision Number: TX160028 01/08/2016 TX28

Superseded General Decision Number: TX20150028

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall  
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling  
Where the Tunnel is 48" or Less in Diameter)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* PLUM0100-002 07/01/2013

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.88	8.83
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SUTX1991-004 09/23/1991		

	Rates	Fringes
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 7.467	
Pipelayer.....	\$ 7.828	
Power equipment operators:		
Backhoe.....	\$ 10.804	
Crane.....	\$ 10.942	
Front End Loader.....	\$ 9.163	
Tunneling Machine (48" or less).....	\$ 9.163	
TRUCK DRIVER.....	\$ 8.528	
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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□

3/7/2016 4:55 PM

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS		OMB No.: 1235-0008 Expires: 02/28/2018	
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PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
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(1)  NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2)  NO. OF WITHHOLDING EXEMPTIONS	(3)  WORK CLASSIFICATION	OT, OR ST,	(4) DAY AND DATE							(5)  TOTAL HOURS	(6)  RATE OF PAY	(7)  GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9)  NET WAGES PAID FOR WEEK		
				HOURS WORKED EACH DAY																		
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Denton County  
Transportation Authority

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)  
\_\_\_\_\_; that during the payroll period commencing on the  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

### (c) EXCEPTIONS

[illegible]

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown

or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each

worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Required Federal Clauses**

## **FEDERAL CLAUSES**

### **1. FLY AMERICA REQUIREMENTS**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **2. BUY AMERICA CERTIFICATION (STEEL AND MANUFACTURED PRODUCTS)**

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **3. CARGO PREFERENCE**

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **4. SEISMIC SAFETY**

Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work

performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**5. ENERGY CONSERVATION**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**6. CLEAN WATER**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding

\$100,000 financed in whole or in part with FTA assistance.

**7. LOBBYING**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**8. ACCESS TO RECORDS AND REPORTS**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US

Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

## **9. FEDERAL CHANGES**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

## **10. BONDING REQUIREMENTS**

Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond. Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as



possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows: (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the

(Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### (b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

#### Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased. Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED

PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

**11. CLEAN AIR**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42

USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

**12. RECYCLED PRODUCTS**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42

U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order

12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**13. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records

required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

#### **14. CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#### **15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended,

31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **17. TERMINATION**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the



manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any

damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **18. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31

U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel

#### **19. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **20. CIVIL RIGHTS REQUIREMENTS**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts

Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the

Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended,

42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse

Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## **21. BREACHES AND DISPUTE RESOLUTION**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **22. DISADVANTAGED BUSINESS ENTERPRISE**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **23. PROMPT PAYMENT**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

### **24. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **25. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS**

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq.,

August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

**26. CHARTER BUS REQUIREMENTS**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

**27. SCHOOL BUS REQUIREMENTS**

Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 49 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

**28. DRUG AND ALCOHOL ABUSE AND TESTING**

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.





Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Forms and Certifications**

**The forms listed below shall be completed and submitted with the proposals. All forms must be included in Tab T of the proposal submittal. Failure to execute and submit all forms may make the proposal unresponsive and will not be considered for award.**

1. Conflict of Interest Questionnaire
2. Non-collusion Affidavit
3. Bidder's Questionnaire
4. Authorization for Release of Financial Information
5. Buy America Certification
6. Government-Wide Debarment And Suspension (Nonprocurement)
7. Lobbying Restriction Certification
8. DBE Forms
  - a. Commitment Agreement, Form 4906
  - b. Good Faith Effort, Form GFE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.                      (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.                     </div> <div style="border: 1px solid black; padding: 10px; margin-top: 5px;"> <div style="text-align: center; margin-bottom: 10px;">                         _____                          Name of Officer                     </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">                         _____                          Signature of person doing business with the governmental entity                     </div> <div style="width: 45%;">                         _____                          Date                     </div> </div>		

Adopted 06/29/2007

## NON-COLLUSION AFFIDAVIT

***This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, \_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Name and Title of Authorized Company Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me on \_\_\_\_\_ (Date)

(Notary Seal)

\_\_\_\_\_  
Signature Notary Public



## BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)	
2. Doing Business As (other business name if applicable)	
3. Federal Tax ID Number	
4. Business Mailing Address (include City/State/Zip Code)	
5. Business Email Address	
6. Business Telephone	Business Fax Number
7. Business Type	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
8. Number of Years in Business	
9. Annual Gross Revenue for the past three years (M = Millions)	
<input type="checkbox"/> \$1M or Less <input type="checkbox"/> \$1M-\$5M <input type="checkbox"/> \$5M-\$10M <input type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+	
10. Number of Employees	
<input type="checkbox"/> 100 or Less <input type="checkbox"/> 101-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001+	
11. Is Business a DBE Firm?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Is Business Owned by Minority Ethnicity?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Ethnic Group	
<input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian	
14. Woman Owned?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Veteran Owned	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Type of Work Performed	
<input type="checkbox"/> Construction <input type="checkbox"/> Wholesale/Distributor <input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional Service <input type="checkbox"/> Retail <input type="checkbox"/> General/Technical Service	
17. Has the Business, or any officer or partner thereof, failed to complete a contract?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Is any litigation pending against the Business?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Has the Business ever been declared "Not Responsible"	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
21. Has the Business ever been a defaulter, as principal, surety or otherwise?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Is the Business in arrears upon a contract or debt?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?

☐ Yes   ☐ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?

☐ Yes   ☐ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

(Owner, CEO, President, Majority Stockholder or Designated Representative)  
Questions about this document should be directed to the Procurement Manager



## AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

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This authorization will be used to obtain information to assist DCTA in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DCTA Procurement department for this purpose. All information must be current and traceable. Each venture of a joint venture must submit a separate signed form

DCTA Reserves the right to make additional inquiries based on the information submitted or lack thereof.

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Name of Bank/Financial Institution

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Address

---

City, State, Zip

---

Name of Bank Officer Familiar with the Account

---

Telephone

---

Fax

---

Email Address

---

Name of Business

---

Address

---

City, State, Zip

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DCTA has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) legal action(s) applicable under federal, state or local law.

Printed Name

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Title

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Signature

---

Date

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**BUY AMERICA CERTIFICATION**  
**(STEEL OR MANUFACTURED PRODUCTS)**  
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239,  
June 25, 2009]

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General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
  - (1) All of the manufacturing processes for the product must take place in the United States; and
  - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

---

Certification

Contractor \_\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## LOBBYING RESTRICTION CERTIFICATION

***This certification must be completed and submitted with the proposal***

The undersigned Contractor, \_\_\_\_\_, certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



Denton County  
Transportation Authority  
**COMMITMENT AGREEMENT FORM  
FOR ALL SUBCONTRACTORS**

Form 4906

Bid 16-08

(Please complete one form for each subcontractor)

This commitment is subject to the award and receipt of a signed contract from the  
Denton County Transportation Authority for the subject project. This form must be completed and submitted with bid/offer.

<b>Project Description:</b>		<b>Contract No:</b>		
<b>Items of work/service to be performed* (attach a list of work/service items, if more room is required):</b>				
<b>Work/Service Description</b>	<b>NAICS</b>	<b>Unit Price</b>	<b>Quantity/Percentage</b>	<b>Total Per Item</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
<b>IMPORTANT! The signatures of the prime contractor, the subcontractor, and the total commitment amount must always be on the same page.</b>				
<b>Prime Contractor:</b>		<b>Name:</b>		
<b>Contact Name:</b>		<b>Title:</b>		
<b>Address:</b>		<b>Signature:</b>		
<b>City:</b>	<b>ST, Zip</b>			
<b>Phone:</b>	<b>Fax:</b>			
<b>Email:</b>				
<b>Subcontractor:</b>		<b>Name:</b>		
<b>Federal ID:</b>		<b>Title:</b>		
<input type="checkbox"/> 8(a) <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> Non-Minority		<b>Signature:</b>		
<b>Certification Number:</b>				
<b>Contact Name:</b>				
<b>Address:</b>				
<b>City:</b>	<b>ST, Zip:</b>	<b>Date:</b>		
<b>Phone:</b>	<b>Fax:</b>			
<b>Email:</b>				
<b>2nd Tier Sub:</b>				
<b>Federal ID:</b>		<b>Name:</b>		
<input type="checkbox"/> 8(a) <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> Non-Minority		<b>Title:</b>		
<b>Certification Number:</b>		<b>Signature:</b>		
<b>Contact Name:</b>				
<b>Address:</b>				
<b>City:</b>	<b>ST, Zip:</b>			
<b>Phone:</b>	<b>Fax:</b>	<b>Date:</b>		
<b>Email:</b>				

To ensure prompt and efficient handling of your project file, we are requesting that all commitments be presented to the DCTA DBELO using this form.



### GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you **must** complete this form.

Prime Company Name (please print):	DCTA Contract Number:
	DCTA Contract Goal: _____ %
Check applicable response to describe prime:	DBE:
	(yes ___) Certifying Entity: _____ (no ___)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

**Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. (DO NOT LIST NAMES OF FIRMS).**

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☐)

DBE listing request date to the DCTA DBELO : / /20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☐)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

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4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☐)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

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**NOTE:** A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

**NOTE:** If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or less**, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or more**, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☐)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**
- 
-

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

**ADDITIONAL INFORMATION:**

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project.

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The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/County/State and Zip Code	Date: _____, _____20____
DCTA DBELO Authorized Signature:	Date: _____, _____20____



# Request for Proposal

Number 16-08

## A-train Operations and Maintenance **Proposal Evaluation and Submittal Information**

## 1. Proposal Evaluation Criteria

DCTA will evaluate proposals in accordance with the scoring criteria stated herein using a multi-step process. The proposals will be evaluated and scored on the technical responses first. The Selection Committee will be scoring the proposals on technical merit. Pricing proposals will remain sealed during the technical evaluation. The pricing proposals will be evaluated and scored based on a matrix of pricing as follows:

The Evaluation and Selection Committee will rank the Price Proposals for all Contractors for each item and award points in proportion to the lowest price for that item. The lowest Price Proposal for each item will receive the maximum points for that item. Items shown as allowances will not be considered in the scoring of the proposals.

For Example:

Proposal 1	\$8,000,000	650 points (lowest price)
Proposal 2	\$10,000,000	520 points ( $\$8,000,000/\$10,000,000 = .8$ )
Proposal 3	\$12,000,000	433 points ( $\$8,000,000/\$12,000,000 = .66$ )

The two top ranked proposals, technical and price, will advance to the final evaluation stage that will consist oral presentations, and may include agency site visits. DCTA reserves the right to modify the number of firms which may move forward during the evaluation.

Upon conclusion of the oral presentations and site visits, the scoring assigned will be added to the scoring from the technical evaluation and price evaluation for a total score available of 1500. The best qualified responsive and responsible firm will be recommended for award of the contract.

The proposal will be evaluated based on the technical section and the price section. The evaluation summary is the following:

**Technical- 650 points**

**Price- 650 points**

**Total- 1,300 points**

**Site Visit and Oral Presentation-200 points**

**Grand Total 1,500**

## 2. Proposal Submittal Requirements

### Binder 1. Technical Proposal Evaluation Criteria (650 Points)

As further detailed in the Statement of Work, the Contractor will manage, operate, and maintain the DCTA service property during the term of this Contract. Describe how the Contractor proposes to organize and perform the work described in the Statement of Work. The offeror shall submit proposals organized by tab as described below. (no page limit).

#### Tab A. Project Approach (30 Points)

1. Explain your approach to this project. What corporate support and resources will be leveraged? (30 Points)



**Tab B. Qualifications of Staff and Company Record (60 Points)**

1. Explain how the offeror plans to staff the project. All full-time and part-time, on-site and offsite positions shall be explained. Provide qualifications for members of the management team. Key management positions should have a minimum of seven (7) years of experience in their field of expertise.
2. Please list reference properties and contacts. This may serve as the properties that DCTA may visit when verifying and evaluating a company's performance.
3. The offeror shall explain any EEOC claims and lawsuits the company has experienced in the last 10 years.

**Tab C. Safety and Regulatory Compliance (60 Points)**

1. The offeror shall address their safety perspective and record. Please list all FRA reportable accidents, FRA reportable injuries in the last 10 years, and the measures that were taken to reduce incidents. The offeror should address their safety approach for the DCTA service.  
(40 Points)
2. The offeror shall explain their approach to safety compliance, existing federal regulations, and proposed rule making. (20 Points)

**Rail Operations & Maintenance (Tab D-P. 410 Points)** - The offeror shall explain the approach to each section and how they will achieve Key Performance Indicators (KPI) as described in Section 3 of the scope of work.

**Tab D.** What is the offeror's approach to reporting requirements and the reporting dashboard? Explain how the Key Performance Indicator dashboard will be configured and used. What features will it entail? Explain how the digital information will be provided to DCTA (40 Points)

**Tab E.** The offeror shall explain how it will meet each metric in the KPI table. (40 Points)

**Tab F.** What is the offeror's approach to avoid penalties? (20 Points)

**Tab G.** What is the offeror's approach to asset management? (20 Points)

**Tab H.** What is the offeror's approach to train operations? (40 Points)

**Tab I.** What is the offeror's approach to dispatch? (40 Points)

**Tab J.** What is the offeror's approach to maintenance of equipment and facilities? (40 Points)

**Tab K.** The offeror shall explain their approach and implementation plan for Conditioned Based Maintenance (CBM). (25 Points)

**Tab L.** The offeror shall explain how it plans to maintain 6 months of inventory levels for maintenance of equipment. (15 Points)

**Tab M.** What is the offeror's approach to maintenance of way? (40 Points)

**Tab N.** What is the offeror's approach to signals and communications? (40 Points)

**Tab O.** Describe your information systems relating to dispatch. Describe your plan for ensuring that primary and backup recovery of dispatch and other vital systems are in a state of good repair and are tested as necessary. (35 Points)

**Tab P.** The offeror shall explain their approach to PTC System Maintenance. (15 Points)

**Tab Q.** Service Level Expectations (40 Points)

1. What is the offeror's approach to service level expectations? (40 Points)

**Tab R.** Innovations (20 Points)

1. The offeror shall address their approach for innovations. In the approach, the offeror shall describe the short and long term benefits to implementing the proposed innovation.
2. The innovations shall be reflected in the price schedule.

**Tab S.** Mobilization (30 Points)

1. The offeror shall explain their mobilization plan. The offeror should also describe their demobilization plan at the end of the contract.

**Tab T. Required Certifications and Forms (no Points) Pass/Fail**

All forms and certifications listed in the Forms and Certifications sections must be included with the proposal.

**Tab U. Financial Information (no points) Pass/Fail**

- (i) Provide a general description of the Contractor's financial condition and include as attachments, copies of the company's audited financial statements for the last three years. In addition, provide as an attachment, a current copy of Dun & Bradstreet Report. Statements, reports and other requested financial documents requested as attachments will not be counted against the page total.
- (ii) Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to perform the services. In addition, provide any information concerning instances where the Contractor or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.
- (iii) Describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Contractor or any of its employees, subcontractors, or sub-consultants is or has been involved within the last five years.

**Binder 2. Price Proposal Criteria (650 points)**

**Tab A.** Price

1. Please attach a completed price schedule.

<b>Technical Evaluation (Binder 1)</b>			
<b>Category</b>	<b>Tab</b>	<b>Possible Points</b>	<b>Score</b>
Project Approach	A	30	
Qualifications of Staff and Company Record	B	60	
Safety and Regulatory Compliance	C	60	
Reporting Dashboard	D	40	
KPI Table	E	40	
Penalties	F	20	
Asset Management	G	20	
Train Operations	H	40	
Dispatch	I	40	
MOE	J	40	
CBM	K	25	
MOE Inventory	L	15	
MOW	M	40	
Signals/Comms	N	40	
Dispatch Information Systems	O	35	
PTC System Maintenance	P	15	
Service Level Expectations	Q	40	
Innovations	R	20	
Mobilization	S	30	
Required Certifications and Forms	T	Pass/Fail	
Financial Information	U	Pass/Fail	
<b>Total Technical Score</b>		650	

<b>Price Evaluation (Binder 2)</b>			
<b>Category</b>	<b>Tab</b>	<b>Possible Points</b>	<b>Score</b>
Price	A	650	
<b>Total Price Score</b>		650	

The top two offerors based on technical and price evaluations will move to an additional round of evaluations. The top two offers are required to provide oral presentations, which shall include members of the proposed management team for this contract.

\*Additionally, DCTA may visit properties where the offeror currently performs work.

<b>Oral Presentations</b>	100	
<b>*Site Visits</b> (Conducted by the DCTA at the location(s) Offeror is currently providing compatible O&M Services.)	100	
<b>Total Score</b>	1500	



Request for Proposal  
Number 16-08  
A-train Operations and Maintenance  
**Appendices**

## **APPENDICES**

- APPENDIX 1** DCTA FY17-FY25 Price Schedule
- APPENDIX 2** Deliverables Checklists
- APPENDIX 3** C<sup>3</sup>RS Overview / QA Briefing
- APPENDIX 4** Signal System
- APPENDIX 5** Stadler GTW DMU Circuit Diagram
- APPENDIX 6** DCTA Shop Equipment and Special Tools
- APPENDIX 7** DCTA 239 Plan
- APPENDIX 8** DCTA A-Train System Map
- APPENDIX 9** DCTA Track Charts
- APPENDIX 10** DCTA Rail System Safety Program Plan (SSPP)
- APPENDIX 11** GCOR 7<sup>th</sup> Edition
- APPENDIX 12** OMF2
- APPENDIX 13** Railroad Locks and Keys
- APPENDIX 14** Stadler Maintenance Manual
- APPENDIX 15** Stadler Operation Manual
- APPENDIX 16** Temporal Separation Plan
- APPENDIX 17** DCTA Critical Incident Plan
- APPENDIX 18** DCTA System Timetable and DCTA System Special Instructions No. 3
- APPENDIX 19** DCTA Bridge Management Program
- APPENDIX 20** Geometry Report
- APPENDIX 21** DCTA FRA1
- APPENDIX 22** DCTA FRA2
- APPENDIX 23** Bridge Inspections 2015
- APPENDIX 24** Station Maintenance MOW
- APPENDIX 25** Stadler Truck Manual
- APPENDIX 26** Storm Water Plan – Information Only
- APPENDIX 27** DCTA Track Specifications
- APPENDIX 28** NTD FY15 Rail Data



Price Schedule - Denton County Transportation Authority

FY17 - FY25 & OPTION FY26 - FY30  
(Fiscal Year [FY] is October 1 - September 30)

Rail Operations & Maintenance

				Base Contract Period																				Option Period												
		Annual Units (NTE)	Unit	FY16 Rate	FY 16 Total	FY17 Rate	FY17 Total	FY18 Rate	FY18 Total	FY19 Rate	FY19 Total	FY20 Rate	FY20 Total	FY21 Rate	FY21 Total	FY22 Rate	FY22 Total	FY23 Rate	FY23 Total	FY24 Rate	FY24 Total	FY25 Rate	FY25 Total	FY16 Mobilization & FY17-FY25 Total	FY26 Rate	FY26 Total	FY27 Rate	FY27 Total	FY28 Rate	FY28 Total	FY29 Rate	FY29 Total	FY30 Rate	FY30 Total	FY26-FY30 Total	Total Base & Option
1	Train Crew Hours (annual estimated train hours)	13,200	Hours				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
2	Car Miles - Vehicle Maint of Equipment (annual estimate)	572,000	Miles				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
3	Management/Administrative/Overhead	12	Months				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
4	Dispatch Operations	12	Months				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
5a	Facility Maintenance / Maint of Way / Signals / Comms	12	Months				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
5b	Stadler GTW Maintenance (above capital threshold)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
5c	Maintenance of Way Requirements Beyond 25 feet (allowance)	1	Annual Allowance				\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$540,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000	\$300,000	\$840,000
5d	Maintenance of Way Requirements Over Capital Threshold (allowance)	1	Annual Allowance				\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,800,000		\$200,000		\$200,000		\$200,000		\$200,000		\$200,000	\$1,000,000	\$2,800,000
6	Training Support	1	Annual				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
7	Diesel Fuel Reserve	350,000	Gallons			\$ 3.25	\$1,137,500	\$ 3.25	\$1,137,500	\$ 3.75	\$1,312,500	\$ 3.75	\$1,312,500	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$11,900,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$ 4.00	\$1,400,000	\$7,000,000	\$18,900,000
8	Asset Management & Technology	12	Months				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0		\$0		\$0		\$0		\$0		\$0	\$0	\$0
9	Capital Reserve	1	Annual Allowance				\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$18,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000		\$2,000,000	\$10,000,000	\$28,000,000
10	Capital Reserve Flagging Support	250	Hours																				\$0												\$0	\$0
11	Crew Court Appearances	40	Hours																				\$0												\$0	\$0
12	Miscellaneous Crew Costs	50	Hours																				\$0												\$0	\$0
13	First Year Mobilization	1	LS		\$0																		\$0												\$0	\$0
14	Final Year Demobilization	1	Allowance																			\$1,000,000	\$1,000,000											\$0	\$1,000,000	
GRAND TOTAL																																				\$54,340,000

Item	Notes
1	Part I, Section 7: Sum of all hours that railcars operate including scheduled hours, test trains, and maintenance yard movements. This includes Special Trains. NTE hours are provided and if the hours increase in subsequent years, a contract modification will be issued. Refer to Scope of Work for more detail.
2	Part I, Section 7: Sum of all scheduled car miles and all other miles that railcars operate including scheduled miles, test trains, and maintenance yard movements. This includes Special Trains. NTE car miles are provided and if the miles increase in subsequent years, a contract modification will be issued. Consist may comprise one or two car trainset. DCTA estimate is 75 percent of car miles will operate as one car and 25 percent will operate as two car consists. Part III, Section 1: The Contractor shall maintain, repair, clean, inspect, and service all rolling stock and equipment in accordance with established maintenance standards, and all FRA requirements, APTA maintenance and AAR Standards. The Contractor also shall maintain the rolling stock, subject to ordinary wear and tear. Prior written approval of DCTA's designated mechanical representative is required for all other repairs, changes, and modifications, unless immediate repair is necessary for Contractor employee or passenger safety.personnel, and under the oversight of DCTA. Refer to Scope of Work for additional detail.
3	Part I, Section 2: The Contractor shall provide all Management, Administration and Overhead necessary to fulfill the obligations of this contract as required to provide a safe and well-maintained Operations Maintenance Facility (OMF), safe and well-maintained passenger cars, on-time rain operations, and a safe and well-maintained corridor right of way. Refer to Scope of Work for more detail.
4	Part II, Section 3: Dispatch is currently performed by the Contractor in Irving, TX at Trinity Railway Express (TRE). Currently, the DCTA dispatch office in Lewisville, Texas serves as the back-up/disaster recovery site. The bidder shall propose where they choose to dispatch. If the offeror chooses to dispatch primarily at a location other than DCTA, then the DCTA dispatch center at the OMF will serve as a backup. The PTC system uses a TSR workstation for dispatcher notification. The offeror shall have the capability to dispatch with DCTA's TSR PTC workstation. Refer to Scope of Work for more detail.
5a	Part IV: The Contractor shall perform track, right-of-way, buildings and structures, facilities, and signal and communications maintenance, generally as described in this Contract, under the daily supervision of the Contractor's Maintenance personnel, and under the oversight of DCTA. The Contractor shall inspect and maintain all bridges, culverts, pedestrian overpasses, and structures to insure a safe and reliable service. All maintenance shall be performed by the Contractor in accordance with FRA, AAR Standards and AREMA recommended practices and in accordance with the mutually agreed upon maintenance plan.
5b	Part III, Section 1: The Contractor shall develop and implement a Fleet Management and Equipment Maintenance Plan within a Conditioned Based Maintenance (CBM) Program. The CBM shall cover all necessary elements of DCTA's Service Property, Rolling Stock and Equipment, and ensure high reliability and a high level of performance for the term of this Contract. The Contractor shall comply in full with FRA requirements for maintenance. Annual allowance for Maintenance of Equipment above \$10,000 contract threshold. Refer to Scope of Work for more detail
5c	Annual allowance for Maintenance of Way beyond 25 feet of the nearest running rail.
5d	Annual allowance for Maintenance of Way above \$10,000 contract threshold.
6	The Contractor shall establish a training program to support all contractor & subcontractor personnel and DCTA & 3rd party contractors that may need access to Right of Way. Estimate 2 training classes per month with class size not to exceed 25 people.
7	A Reserve has been established for fuel expense and shall be a pass-through cost. No markup is allowed. Estimates have been provided and should fuel use or price increase in subsequent years, a contract modification will be issued.
8	Part I, Section 5 & 6: Contractor will assist DCTA to the fullest extent possible, with meeting the requirements of the Federal Program: Fixing America's Surface Transportation Act (FAST). Refer to Scope of Work for more detail.
9	A reserve has been established for capital work. Prior to each fiscal year, the contractor shall work with DCTA to identify a capital program for the next fiscal year. This shall be negotiated in good faith by both parties based on need. Prior to capital work being performed, the contractor shall obtain written approval from DCTA, and all required procurement procedures shall be met.
10	Prior to each fiscal year, the contractor shall work with DCTA to identify a flagging program to support the annual capital program. Please provide a rate that encompasses all flagging requirements.
11	Crew court appearances as required to support fare enforcement and miscellaneous operations.
12	Miscellaneous crew costs to support non-routine operating activities.

13 One year mobilization cost (after notice to proceed).

14 Demobilization allowance available during last year of contract if contract not terminated for cause.

*All line items excluding Reserves & Allowances shall include a fully burdened rate to include Profit.*

## Question and Answers for Bid #16-08 - A-train Operations and Maintenance

### Overall Bid Questions

There are no questions associated with this bid.



## **EXHIBIT "D"**

### **First Transit's Response to DCTA Solicitation 16-08**



ORIGINAL

# A-train Operations and Maintenance

Denton County Transportation Authority (DCTA)



May 2016

Solicitation 16-08





First Transit, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Phone: 513-241-2200  
Fax: 513-684-8852

May 18, 2016

Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

**Re: Solicitation 16-08 A-train Operations and Maintenance**

Dear Ms. Forrester,

On behalf of First Transit, Inc. (First) it is my pleasure to present this submission for Operations and Maintenance of A-train services managed by the Denton County Transportation Authority (DCTA). First has the experience, capability, resources, and flexibility to not only meet but exceed your goals and objectives for quality rail services.

As experienced in our current ten year partnership with DCTA for bus transit management, we will deliver a safe, convenient, and comfortable operation that will provide the passengers of the A-train quality service, time and time again.

First currently provides nationwide passenger transportation operations, including services throughout the State of Texas. We are pleased to propose a local management team and project partners who have the experience to deliver a reliable, safe rail network. Combined with First's Executive Rail Team and our extensive international rail operational experience, we will ensure a dedicated, open partnership to support future enhancement, growth and expansion of the A-train service. First is a highly experienced rail operator and has worked with our clients to deliver significant growth – in 2015 First carried 280 million rail passengers. We will bring this outstanding level of quality service to DCTA's commuter rail system with excellent safety, performance, and passenger satisfaction.

First is pleased to propose Tom Tulley, our current Director of Regulatory Compliance and Development as General Manager for this service. Led by Tom, our management team will deliver quality commuter rail operations and dispatch for DCTA. First's highly capable rail professionals have the knowledge, expertise, and operating history to ensure successful, safe, and fully compliant rail operations, dispatch, maintenance, and infrastructure services.



Our offer is based on an open and transparent partnership with DCTA to deliver not only a high quality rail service, but also innovation and technology solutions for both the authority and passengers who use the service. First's data-driven analytics will provide detailed trend analysis, transparency, and value for money as well as quality in service delivery for confidence in continuous improvement for A-train service.

To deliver this contract, we are fully supported by our partners Rio Grande Pacific Corporation (RGPC), who will provide dispatch and maintenance of way services, as well as CTC, Inc. who will undertake maintenance of signaling, communications, and Positive Train Control (PTC). Both organizations have successfully performed services for DCTA and enhance our qualifications and commitment to be the next provider of A-train services. Combined, our operation will provide industry-leading best practices, customized to meet the needs of DCTA.

We firmly believe that First is best placed to deliver your service requirements, and are ready to take on the challenges of providing the highest quality operations for your customers. Not only is our offer comprehensive and fully compliant with the requirements of the contract, it provides significant added value through our range of innovations. We will provide service benefits to the A-train and as a result, offer DCTA exceptional value for money. With strong partnerships, transparency and a commitment for excellence First will provide DCTA a service founded in safety, quality, customer service, and technology advancements.

Should you have any questions regarding our submission, or would like to schedule a meeting to discuss, please contact Mr. Gregg Baxter, Vice President of Rail at 301-529-0233 or [Gregg.Baxter@firstgroup.com](mailto:Gregg.Baxter@firstgroup.com).

We look forward to hearing from you.

Sincerely,



Bradley A. Thomas,  
President, First Transit, Inc.





## Executive Summary

# A-train Operations and Maintenance

Denton County Transportation Authority (DCTA)

Solicitation 16-08

May 2016



## A Message from our President

**“Every aspect of our service delivery plan is focused on enhancing the passenger experience, and providing service quality, efficiency, and cost-effective operations.”**

**Bradley A. Thomas**  
**President**



Last year approximately 2.4 billion passengers relied on transportation services provided by First to get to work, to school, to visit family and friends, and much more. We know transportation. We design and operate more transportation networks. We hire and train more employees across our networks. We procure, maintain and deploy more

vehicles and, we work with more local communities. We do more of all these activities than our competitors to provide our clients with the best services in the industry.

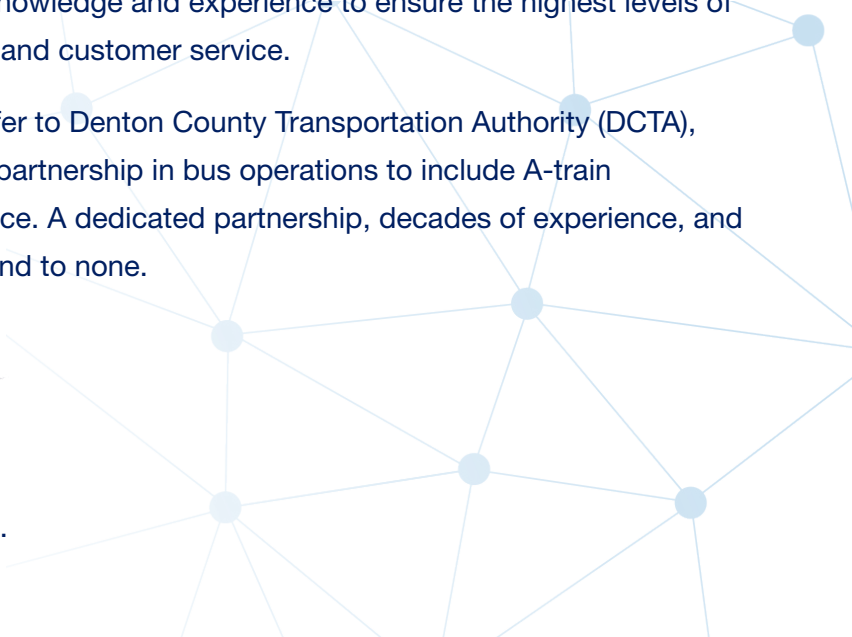
First knows commuter rail. Operating one of the most substantial fleets of Diesel Multiple Units, First enables everyday commuters, business professionals, and leisure travelers to get to where they need to go. In Fiscal Year 2014/15, we carried 280 million passengers across our rail operations, and promoted ease of service connectivity by linking our networks with buses and local transit services. We understand what rail customers expect, making transfers seamless and fast to increase passenger satisfaction.

Through decades of proactive operations and forward thinking, we have developed best practices for virtually every element of our work. We work with industry experts to incorporate technology and analytics into our business, allowing us to identify trends, resolve issues and continually improve our service offer. We have the breadth of employee knowledge and experience to ensure the highest levels of safety, quality, operations, and customer service.

This is the expertise we offer to Denton County Transportation Authority (DCTA), expanding on our 10 year partnership in bus operations to include A-train Operations and Maintenance. A dedicated partnership, decades of experience, and quality service that is second to none.

A handwritten signature in blue ink, reading "B. Thomas".

Bradley A. Thomas  
President, First Transit, Inc.





## Our Vision and Values

### Our vision is to provide solutions for an increasingly congested world... keeping people moving and communities prospering.

We see this very much aligned to DCTA's Mission to provide safe, customer focused, and efficient mobility solutions for Denton County.

First has grown to become a leading transportation operator – expanding operations internationally, while maintaining our focus on transit needs for local communities. We connect communities, making it easier for millions of people to live their lives. Every one of our 110,000 employees works hard to deliver vitally important services for our passengers. From rail operations to transit busing, First provides safe and efficient services based on our Values:

#### Our Values

**Committed to our Customers**  
we keep our customers at the heart of everything we do.

**Dedicated to Safety**  
always front of mind, safety is our way of life.

**Supportive of Each Other**  
we trust each other to deliver and work to help one another succeed.

**Accountable for Performance**  
every decision matters, we do the right thing to achieve our goals.



**Setting the Highest Standards**  
we want to be the best, continually seeking a better way to do things.

## A Qualified Partner for DCTA Operations

DCTA's A-train operations and maintenance service will leverage First's successful history of commuter rail delivery. Rest assured that First has the experience, qualifications, and financial capacity to be DCTA's partner of choice. Additionally, our rail experience provides us with proven practices for management and approach of work.

Our partners, Rio Grande Pacific Corporation (RGPC) and CTC, Inc. provide a proven track record with DCTA, expertise in introducing cutting edge technology, along with comprehensive dispatch, maintenance of way, signals, communication and Positive Train Control experience.

Led by our proposed General Manager, Tom Tulley, we have assembled a team who understand the DCTA commuter rail system and are experienced with the operation of diesel multiple units. First will deliver exceptional services to keep your passengers, staff, and the community safe and on time.

First has developed comprehensive plans for A-train operations that demonstrate our knowledge and capability to run your railway. This is based on our relentless focus on delivering best value, implementing industry-leading technologies, and developing service innovations to achieve quality service with cost savings.

First evidences the best value to DCTA through our comprehensive qualifications of:

- Industry-leading best practices
- Experienced service provision as a market leader
- Safety expertise and thorough understanding of US regulatory compliance requirements
- Cost-effective solutions for service quality and enhanced customer satisfaction
- Delivering value through partnership and quality performance

## Industry-Leading Best Practices

First is well-placed to deliver the most innovative and efficient solutions to the operations and maintenance of DCTA services, with effective experience in providing contract support for rail.

We have the knowledge and capability backed up with real evidence of introducing effective improvements. We understand the power of using data and analytics to drive efficiencies.

Our service strategy and approach is focused on continuously improving our contract performance, and supporting DCTA in the future growth of the A-train service. In our operations, we achieve this by proactive partnerships with our clients, service monitoring, trend analysis, process improvement, sharing best practice across our businesses, and implementing innovations to enhance service to our customers.





## A Qualified Partner for DCTA Operations

### A Market Leader

As evidenced by our current partnership with DCTA for transit management services, we provide experienced operations management, every day. Beyond our expertise of 60 years in the transit industry for the operation and management of fleet and facilities, we bring you international excellence and sound infrastructure to our rail services.



First will support DCTA operations, dispatch, and maintenance services based on our industry leadership and exceptional service across both vehicle and rail transportation. First's experience includes substantial, daily commuter rail services on a scheduled basis, along with efficient coordination and interaction with other rail providers on the same network routes.

In Fiscal Year (FY) 2014/15, First's rail operations carried 280 million passengers and maintained a proven, successful operational record across our passenger rail operations. Our rail businesses have received approximately 300 awards since 2005, with First recently holding the accolades of European Intercity Operator of the Year, UK Train Operator of the Year, and UK Rail Business of the Year.

Additionally, our service will provide the best in maintenance of way, equipment, signals and communication, enhanced by the industry excellence of our partner, award winning Rio Grande Pacific Corporation (RGPC) and its sister company CTC, Inc. A Fort Worth based railroad company, RGPC will support First's passenger operations and dispatching services along with rail maintenance for right of way for the delivery of quality A-train service.

First is a well-established company to provide you with both financial and organizational stability, with comprehensive financial capacity to manage and support a contract of this nature. We believe the excellence of our rail operations will translate well to meeting and exceeding the requirements of DCTA, your passengers, and community stakeholders.

### Executive Rail Team

DCTA and our local management will be fully supported by First's Executive Rail Team:

Gregg Baxter, Vice President of Rail

Dee Leggett, Region Vice President,  
Transit Management

Tom Tulley, Proposed General Manager,  
current Director of Regulatory Compliance  
and Development

Sean Kehoe, Director of Rail Engineering  
and Quality

Gordon Glass, Director of Rail Business  
Development

## A Qualified Partner for DCTA Operations

### Safety Expertise to Meet Local Needs

Through our company scale we have developed expertise across many markets, sectors, and regulatory programs for comprehensive safety and regulatory compliance. This expertise provides us with unparalleled ability to enforce comprehensive compliance with Title 49 CFR Parts 200-299, FRA Safety Advisories, Emergency Orders, GCOR, TxDOT, APTA Industry Standards, and OSHA requirements.

Tom Tulley and our A-train Management Team have over 60 combined years of passenger rail experience in a host railroad and FRA regulated environment.

First demonstrates not only the safety and success of our current commuter rail operations, but also our proactive programs for reducing risk and ensuring compliance for DCTA services. First uses a comprehensive System Safety Program Plan developed for each property and its' specific needs and characteristics that meets and exceeds regulatory requirements for operations, dispatch, and maintenance. The programs that we have introduced have delivered a sustainable reduction in safety related incidents.





## A Qualified Partner for DCTA Operations

### **Innovative and Cost-Effective Solutions for Enhanced Customer Satisfaction**

First is skilled in employing and training professional, dedicated employees who are committed to our customers and their safety. We invest in, and support, the skills and qualifications of our employees to provide exceptional customer service, every day.

From train operators, to dispatch and maintenance, each First employee knows they play an integral role in delivering service efficiency, quality, and customer satisfaction. We work to deliver relevant training sharing expertise across the company to give the very best service.

We also innovate, offering transparent information to clients, performance analytics to ensure that our fleet of nearly 60,000 vehicles across First are well maintained, and solutions that passengers want such as the provision of on-board Wi-Fi on our rail services.

This is a key part of First business offering that will be implemented in coordination with DCTA to support and enhance A-train services and promote customer satisfaction.

First recognizes that fiscal responsibility is of utmost importance to our clients. We have considered every aspect of the business to drive down costs, using modern practice and an analytic approach without ever sacrificing quality. We firmly believe our offer to DCTA is comprehensive and fully compliant with the requirements of the contract. Our offer includes significant added value through our range of innovations to the overall benefit of the A-train. This means that our offer to DCTA provides exceptional value for money.







## Delivering Value Through Partnership and Quality Performance

Partnership is at the heart of our success across our businesses, which will be integrated throughout our DCTA service. From our parent company and corporate management, to our executive rail team and our DCTA operations and maintenance management, we know what it takes to deliver a true partnership and quality performance. First provides comprehensive relationships and support, while ensuring the autonomy of our local team on a day-to-day basis.

We work effectively with government agencies to promote industry developments, enhance service operations, ensure regulatory compliance, and uphold all operating rules that govern the railway. Our industry-leading best practices allow us to deliver high quality, safe, and reliable services that meet the needs of customers and the communities we serve.

We deliver solutions to congestion, helping stimulate the local economy, and deliver value for customers across our commuter rail systems. First knows how to deliver on-time performance and customer satisfaction improvements. We do this by using technology and analytics to ensure we thoroughly understand every element of our business and our client requirements.

Also, with a detailed knowledge of rail, we also have a thorough understating of all the key business costs that matter. We pay close attention to these, as we know their effective management is significantly beneficial to our clients.

DCTA will know that by working with us, you have access to our depth of knowledge and vast experience, which includes analysis of the latest industry trends and the best of our global experience. Based on our industry-leading expertise, First's objective for DCTA is simple: to deliver a safe, reliable, and cost-effective rail service that meets the public's needs.



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# TAB A.

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## Project Approach



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## FIRST TRANSIT PROPOSAL

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### Project Approach

First is a multinational provider of passenger transportation with vast rail experience operating commuter rail services to support our clients' needs and passenger growth. As an existing partner, you know we will be flexible and adaptable delivering for DCTA.

Tab A highlights First's Project Approach to DCTA. The table below outlines the general layout of this tab, summarizing DCTA requirements relating to project approach and how we will comply with and exceed such expectations.

What DCTA Requires	Compliance	Demonstration
Contractor shall provide staff of qualified management personnel required to manage the provision of the Services in a manner that is consistent with DCTA's performance objective of providing safe, reliable, high quality and efficient transportation service to the public.	✓	First's project approach includes: <ul style="list-style-type: none"> <li>• An existing partnership delivering passenger transportation for DCTA</li> <li>• A highly experienced management team with background in working with and meeting the requirements of clients and the FRA in delivery of Commuter Rail</li> <li>• Great value to DCTA through quality operations, customer service and our pricing approach to this contract</li> </ul>
Contractor shall perform the Services in a manner that shall provide a safe and well-maintained Operations Maintenance Facility (OMF), safe and well-maintained passenger cars, on-time train operations, and a safe and well-maintained corridor right of way.	✓	First services will provide exceptional performance through: <ul style="list-style-type: none"> <li>• Rio Grande Pacific and CTC providing Maintenance of Way, Dispatch and Signaling, Communications and Positive Train Control. Both companies are providers of high quality innovative rail solutions. CTC has already delivered solutions to resolve the ability to provide single car operations for DCTA</li> <li>• Detailed analytics offering a higher degree of oversight, transparency and operational efficiency</li> <li>• Substantial innovation providing a range of opportunities to enhance the delivery of DCTA's A-train operation and the customer's experience</li> </ul>



## Approach to the DCTA A-train Project

*Explain your approach to this project. What corporate support and resources will be leveraged?*

First will be transparent and approachable with our relationship with DCTA. We offer an experienced management team that is both expertly qualified and familiar with the business. They will deliver the goals and objectives that DCTA has established.

Included within our team are our partners - Rio Grande Pacific Corporation (RGPC) and its subsidiary CTC, Inc. (CTC), which have proven success with DCTA delivering single car operation. They offer innovative solutions, a local presence and great value.

Our prime focus is always safety, not as an add-on or compliance item, but in everything we do. This is supported by our record in service delivery, innovation and customer service at a corporate and team level. As described in our plans, particularly around innovations, we have proactively started addressing many of the deliverables – we are “ahead of the game.” We will introduce better practices and procedures that will improve delivery and control giving a long term benefit to DCTA. We have the capability to add value based on our wider experience in areas such as multi-modal solutions, customer service and asset management.

*First is a dedicated partner of DCTA.  
We offer you the very best in rail  
operations, dispatch, and  
maintenance to meet and  
exceed your service goals,  
now and into the future.*



## **BENEFITTING DCTA**



## Experienced Passenger Transportation Provider

### *FirstGroup plc*

FirstGroup plc<sup>1</sup> (First) is the largest, most experienced private sector surface transportation operator in the United States. We are an \$8.5 billion multinational transportation company. Every day, millions of people trust First to transport them safely and promptly, for work, business, shopping, leisure or visiting friends and family. First has five divisions offering a diverse portfolio of services, transporting around 2.4 billion passengers:



#### **First Transit**

The nation's leading provider of public transportation contracting and management services



#### **First Rail**

A major rail operator for 30 years, providing rail operations, dispatch, and maintenance services



#### **Greyhound**

The only national operator of scheduled intercity coach transportation services in the US and Canada



#### **First Student**

The largest provider of student transportation in North America



#### **First Bus**

One of the largest bus operators in the UK

### *First Transit*

First Transit, Inc. is the nation's leading provider of public transportation contracting and management services. We know transportation. Headquartered in Cincinnati, Ohio, we have 19,000 employees, operate in 320 locations and carry approximately 350 million passengers annually throughout North America in 39 states, Puerto Rico, U.S. Virgin Islands, and four Canadian provinces.

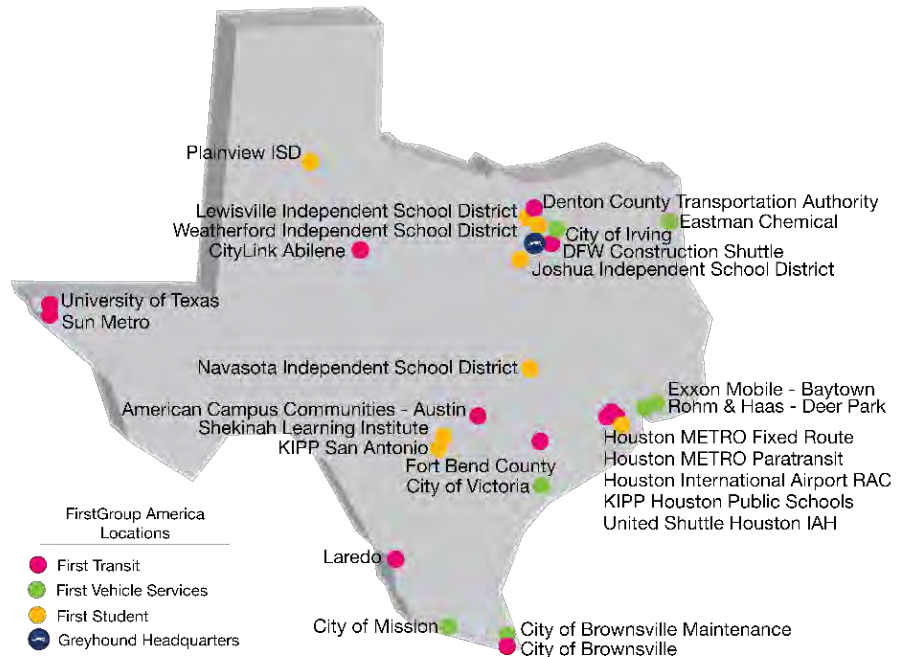
For over 60 years, First Transit has had hands-on experience with nearly every facet of transportation operations, maintenance, and administration. We cannot wait to bring our expertise to the management of A-train services. We supply efficiency, innovation, and all-around excellence to both public and private transportation systems. Each day, our managers address the complexities in today's challenging political, economic, social, and operational environments. Within First Transit, our Vehicle Services division is one of the largest private sector providers of vehicle maintenance and ancillary support services in North America.

<sup>1</sup> Plc is a public limited company listed on the London Stock Exchange, similar to a publicly traded company in the US

## Services in Texas

First is an established transportation provider in Texas. FirstGroup America (including First Transit, First Vehicle Services, First Student, and Greyhound) is one of the largest private suppliers of transportation service in Texas, with over 50 contracts throughout the state. FGA contributes over \$87.6 million in total gross wages to the State's economy for over 3,000 Texas employees across all our FGA divisions. First Transit has operated services in the State of Texas for 39 years, with a Certificate of Good Standing with the Texas Secretary of State in place since 1977.

Texas is also significantly important to First. It is the home state of Greyhound, based in downtown Dallas. As discussed further in our submission, this provides value-added benefits to DCTA.



## Rail Experience

We have proven experience operating commuter rail services. In the past five years we have operated six rail franchises, which have many features that are directly comparable to the A-train. Our local management have over 80 years' rail experience combined, and our Executive Rail Team includes highly respected and well known figures in the US rail industry.







## FIRST RAIL

First Rail is an award-winning major rail operator with over 30 years' experience. In 2014/15 (our most recent full reported year of audited data) we operated over 17,500 trains per week, transporting over 280 million passengers and serving over 400 stations. Our rail operations currently employ 7,400 staff.

Our key areas of expertise include: rail operations, dispatch, maintenance, safety, regulatory compliance, customer service and change management.

We have experience operating all types of railway including commuter rail, high speed rail, hybrid, light rail and streetcar/trolley.

In the past five years, we have operated six rail businesses: Great Western Railway (GWR), First TransPennine Express (FTPE), First Hull Trains (FHT), Tramlink, First Capital Connect (FCC) and First Scotrail (FSR). **We have had no material contract breaches across the whole of our rail division in the last five years.**

						
Train Operator	Great Western Railway (GWR)	First TransPennine Express (FTPE)	First Hull Trains (FHT)	London Trams (TOL)	First Capital Connect (FCC)	First Scotrail (FSR)
Staff	5,900	1,200	106	200	2,500	4,750
Annual ridership	106m	29m	800,000	31.2m	96m	78.3m
Weekly services	9,500	2,100	90	5,819	8,810	16,000
Stations served	270	105	9	39	73	346
Vehicles	936	201	20	30	787	311
Route length	1,248 miles	781 miles	205 miles	17 miles	484 miles	1,884 miles

Many features of these operations are directly comparable to the A-train. For example, at GWR, its 'Atlantic Coast Line' is similar in length, number of stations, type of rolling stock, maximum operating speed and shared usage with freight. Further details can be found in Tab B, along with more information on our extensive commuter rail operations.

## LOCAL MANAGEMENT TEAM

We are delighted to introduce our proposed Management Team for the A-train operations and maintenance contract:

- Tom Tulley – General Manager
- <<Confidential>> – Operations, Safety and Training Manager (Deputy General Manager)
- Brian Carroll – Maintenance and Quality Manager
- Ricky Waynes – Maintenance of Way Manager



## Tom Tulley – General Manager



**Years of Relevant Experience**

Over 22 years

**Areas of Expertise**

- ✓ Rail leadership
- ✓ Oversight
- ✓ Operations
- ✓ Regulatory Compliance

Tom has extensive experience in railroad operations and regulatory compliance. He has worked in the US rail industry for over 22 years. His career started in various operational management positions for Union Pacific Railroad. Tom has most recently worked as Chief Operating Officer/Chief Mechanical Officer for Trinity Railway Express and TEXRail. In addition to these operational roles, Tom has been the Chief of Safety for North Country Transit District (CA). Of significant importance to this contract, Tom also spent 13 years working as a Passenger Rail Specialist for the Federal Railroad Administration. He has worked on several Rail Safety Advisory Committees (RSAC) and has been a key member of the Alternative Vehicle Technology and High Speed rail rulemaking teams.

## <<Confidential>> – Operations, Safety and Training Manager



**Years of Relevant Experience**

Nearly 20 years

**Areas of Expertise**

- ✓ DMU Operations
- ✓ Safety and Human Resources
- ✓ Quality Assurance and Regulatory Compliance

Our confidential candidate for the Deputy General Manager responsible for Operations and Safety has nearly 20 years' experience obtained by rising up the ranks of the industry, covering all relevant roles, including periods of Management responsible specifically for Commuter Rail Operation, Safety, Training and Regulatory Compliance. In recent years, this individual has had operational management responsibility for similar DMU fleet, and has a comprehensive understanding of the unique nature of this type of railroad.

## Brian Carroll – Maintenance and Quality Manager



### Years of Relevant Experience

16 years

### Areas of Expertise

- ✓ Experienced DMU Maintenance Manager
- ✓ Mobilization expert
- ✓ Quality Assurance

Brian Carroll, is a talented Maintenance and Quality Manager with significant relevant experience to the A-train property. Over his career he has successfully delivered four mobilizations for various clients. More importantly he is a Diesel Multiple Unit expert having worked on property's using similar fleets in Southern California and Ontario. Well known to both the General Manager, Tom Tulley and our Director of Rail Engineering and Quality, Sean Kehoe, we firmly believe that Brian is the perfect fit to ensure the A-train fleet is maintained to the highest standards.

## Ricky Waynes – Maintenance of Way Manager



### Years of Relevant Experience

Over 25 years

14 years in the rail industry

### Areas of Expertise

- ✓ Oversight
- ✓ Quality Control/Assurance
- ✓ Regulatory Compliance

Ricky has over 14 years of relevant and extensive MOW experience, having most recently spent over six years in various senior safety, quality and compliance roles for RailWorks and seven years in similar roles for Balfour Beatty. Ricky is additionally experienced in managing large railroad workforces.

Please see key personnel resumes included as an Appendix to Tab B, which provides further details of our local management team's experience, expertise and qualifications. Confidential resumes have been included in a separate sealed envelope.

## EXECUTIVE RAIL TEAM

We have an exceptional team of railroad professionals to support our General Manager and Local Management Team. Our Executive Rail Team includes:

- Gregg Baxter, Vice President Rail
- Dee Leggett, Region Vice President, Transit
- Sean Kehoe, Director of Rail Engineering and Quality
- Gordon Glass, Director of Rail Business Development



**Gregg Baxter,**  
**Vice President, Rail**

### **Areas of expertise: General Management, Strategic Oversight, Operations, Dispatch**

With more than 25 years of passenger rail experience, Gregg is a highly respected and well-known figure in the US rail industry. He has held high profile roles including President of Keolis Rail Services America and General Manager of Virginia Rail Express, a position he held for over 5 years. Previously he spent 16 years with Amtrak in numerous operating positions throughout the US including 10 years in California before becoming Director of Operations at San Joaquin Regional Rail Commission in Stockton, California. Gregg received his Bachelor of Science Degree from the University of Maryland in Transportation and Logistics and a Master's Degree in Intermodal Transportation Management from the University of Denver.



**Dee Leggett,**  
**Regional Vice**  
**President, Transit**  
**Management**

### **Areas of expertise: Multi-modal operations, management and passenger rail operations**

Dee brings more than 20 years of transportation experience to the team including operations, marketing, budgeting, and agency development. She comes to First Transit most recently from LTK Engineering Services, located in Dallas, Texas. Prior to LTK Engineering Services, Dee was the Chief Operating Officer at Denton County Transportation Authority (DCTA). Dee is highly experienced in client interface and service relationships between an authority and rail operator. In this previous senior role, Dee helped to establish the A-train commuter rail service, and was involved in establishing and maintaining FRA relationships and compliance. Dee earned her bachelor's degree in History and Political Science from Union University and her Masters of Public Administration from the University of Texas at Arlington. Dee is based locally in Highland Village, Texas.



**Sean Kehoe,**  
**Director of Rail**  
**Engineering and**  
**Quality**

**Areas of expertise: Engineering, Mobilization, Project Management, European Diesel Multiple Unit Familiarity**

Sean Kehoe will support mobilization management and subsequent start-up operations. Sean has senior level project management experience, and a thorough understanding of European Diesel Multiple Unit maintenance requirements. He will apply this expertise with effective coordination with DCTA for rail vehicle maintenance and engineering change management and project management. This will be delivered with technical and mechanical expertise, coupled with his trouble shooting, problem solving, and FRA regulations knowledge. Sean will further support operations safety and effectiveness of mobilization under our General Manager, and delivery of our service responsibilities.



**Gordon Glass,**  
**Director of Rail**  
**Business**  
**Development**

**Areas of expertise: Client interface, project management**

Gordon Glass will support the development of First's partnership with DCTA through proactive client interface and project management. Gordon is highly proficient in contract management working closely with both clients and regulators to deliver change and improvement. As an experienced program manager, Gordon will work closely with Sean Kehoe and our local management team to ensure comprehensive program management tools are in place for quality service delivery.





Collectively they have extensive oversight experience in the US commuter rail market and internationally, as shown in the table below:

First Staff	Years of Oversight Experience	Overview of Oversight Experience	
		Railroad / Rail Authority	Position Held
Gregg Baxter	Over 20 years	Keolis Rail Services America	President
		Virginia Railway Express	General Manager
		San Joaquin Regional Rail Commission	Director of Operations for Altamont Commuter Express
		Amtrak	Superintendent of Operations
Dee Leggett	Over 10 years	Denton County Transportation Authority	Chief Operating Officer
			Vice President, Communications and Planning
			Vice President, Program Development
		Capital Metropolitan Transportation Authority	Senior Operations Consultant (LTK)
Sean Kehoe	Over 15 years	First ScotRail	Head of Engineering
		Metrolink	Director of Fleet Performance
		NCTD	
Gordon Glass	Over 5 years	GWR	Head of High Level Output Specification Delivery and Development – project management oversight to deliver government contracts to increase capacity on congested areas of the railroad network and introduce revenue generative programs.

Their diverse expertise enables us to provide industry leading oversight in the following areas:

- Safety
- Continuous improvement and innovations
- Market relationships
- Hiring, supporting and managing employees
- Operational and financial efficiency

- Risk management
- Contract management
- Marketing and ticketing
- Vehicle investment and maintenance
- Project management
- Quality



## Our Approach

First will provide highest quality, safest and most efficient service to the public. Our approach to delivering this focuses on the following key areas:

- Partner for DCTA – flexible, adaptable, transparent and approachable
- Quality and experienced leadership
- Expert partners
- Safety and compliance
- Proactively addressing Deliverables
- Better working practices
- Innovation
- Added value

*First will be a dedicated partner with DCTA, providing the highest quality, safest, and most efficient service to the public across all aspects of A-train operations and maintenance.*





## BENEFITTING DCTA

### Partner for DCTA


First will be a flexible and adaptable partner that delivers for DCTA. We will be transparent and approachable. Our proven record with all of our clients and their desire to retain First as their operator, as detailed in Tab B, demonstrates the level of trust and commitment we have with our clients.

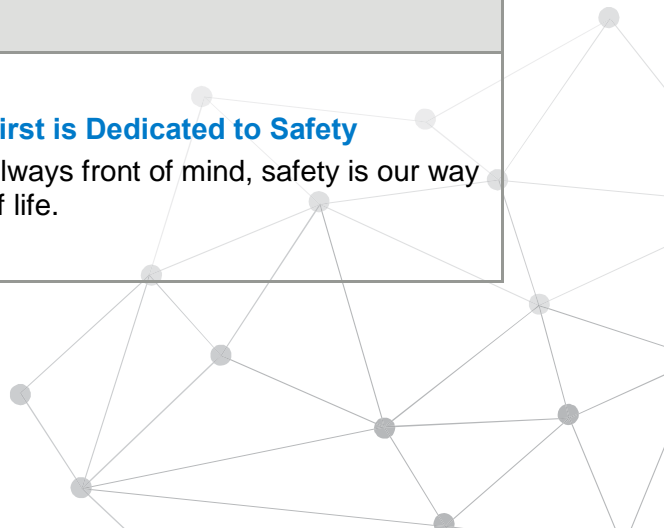
### GOALS ALIGNED WITH CLIENT NEEDS

As DCTA's partner, First will support your goals by implementing industry-leading best practices for continuous growth and improvement. First's vision and values fully support DCTA's vision, mission and values:

	DCTA	First's Support to Deliver DCTA Needs
	Be a leader in advancing public transportation alternatives.	First's vision is to provide solutions for an increasingly congested world...keeping people moving and communities prospering.
	The DCTA is committed to provide safe, customer focused, and efficient mobility solutions for Denton County.	First's values demonstrate our commitment to safety, our customers and high performing transport solutions



	DCTA	First's Support to Deliver DCTA Needs
 <p>VALUES</p>	<b>Accountability</b> The DCTA Board and employees hold themselves accountable to their constituents and are committed to being exemplary stewards of public resources.	<b>First is Accountable for Performance</b> Every decision matters, we do the right thing to achieve our goals.
	<b>Commitment</b> The DCTA Board and employees are committed to working collaboratively to deliver the components of the Service Plan in a timely manner to serve the mobility needs of our customers.	<b>First is Committed to our Customers</b> We keep our customers at the heart of everything we do.
	<b>Excellence</b> The DCTA, in the pursuit of excellence, will consistently offer innovative, effective, and quality public transportation alternatives that exceed customer expectations.	<b>First Sets the Highest Standards</b> We want to be the best, continually seeking a better way to do things.
	<b>Integrity</b> The DCTA Board and employees shall conduct themselves in a manner that upholds the highest legal and ethical standards. We are uncompromising in our commitment to truth, honesty, and openness in all relationships and interactions.	
	<b>Respect</b> The DCTA believes that all customers are important and all employees add value; and we will treat customers and employees with dignity and esteem.	<b>First is Supportive of each other</b> We trust each other to deliver and work to help one another succeed.
	<b>Safety</b> The most important commitment of the DCTA is safety through the strict adherence to policies, procedures and ongoing employee training and professional development	<b>First is Dedicated to Safety</b> Always front of mind, safety is our way of life.



## FLEXIBLE AND ADAPTABLE

While First is fully aware of the commitments we make when we sign a contract, we always look for areas where we can support the client to further achieve their goals. We can offer advice and innovative solutions to timetabling, resource planning, revenue forecasting, and life cycle asset evaluations. Our expert resources are available to DCTA should they be needed. In the work we do and with the contract terms we have, we expect that the operation will change over time. We will work with DCTA to ensure at all times that we offer value. In summary, First will be a flexible and adaptable partner that delivers for DCTA.

## TRANSPARENT AND APPROACHABLE

First will be transparent and approachable in our relationship with DCTA. We will be open and provide the tools to see into the operation. We will share issues etc. We will also look to solve problems too – to mutual benefit.

First will have open and accessible communication and reporting in all aspects of our operation. We will provide quality service and accountability for performance. The local management team will remain in constant contact with DCTA ensuring that key decisions are made at the local level with the buy-in from the Authority. The General Manager will have full delegated authority to fulfill the requirements of the contract and service.

### Management Information Dashboard

To ensure transparency and oversight, we deploy innovations and programs, such as our Management Information Dashboard. This provides management teams and DCTA with detailed operational data and Key Performance Indicators (KPIs) to enable them to make more informed decisions on the day-to-day operations of their systems, as well as plan for long-term operational improvements. Successful oversight benefits from extensive data monitoring, for example:

- Train delays and service disruptions
- The extent to which delays to the train service were mitigated by actions following an incident



Providing our managers with the ability to truly know the current and historical status of their operations results in the ability to address issues quickly and more completely. The Dashboard allows management to make better and more informed decisions on the day-to-day operations of their systems, as well as plan for long-term operational improvements. We will provide DCTA with 24/7 online access to various dashboards and operating information about their service. Further details and benefits of our reporting dashboards can be found in Tab D.

## SUPPORTING DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

First is committed to providing diverse companies with opportunities to grow and develop. We implement a total program that prohibits discrimination on the basis of race, color, national origin, religion, sex or sexual orientation in the provision of goods and services, including the organizations with which we contract. First addresses the unique challenges diverse businesses experience in participating in the mainstream of the nation's economy. We actively seek to bring these vendors into our network of suppliers, supporting the inclusion of Disadvantaged, Minority, Small, Veteran and Woman-owned Business Enterprises.

Our plan is to not only provide participation for our diverse business partners, but to facilitate resources, training and other support services. This ensures that all of our diverse businesses will meet the service provision requirements outlined in the RFP, and helps setup their companies for continuous growth within First's business inclusion plan. First Transit's DBE Plan includes, but is not limited to, the following:

- Identify services and products for subcontracting/minority participation
- Identify appropriate concerns and interest groups (outreach programs)
- Conduct informational seminars on procurement and contracting procedures
- Provide technical assistance
- Develop realistic goals and timetables
- Provide opportunities for public input through advisory committee participation
- Monitor and conduct an on-going evaluation of the program

We will continue our active involvement with business partners and others in the community as we serve the DCTA contract, ensuring we meet the 5% participation goal. For A-train services, the following DBE businesses have helped us to exceed the DCTA 5% goal in our proposal:

Business	Certification Type	Service Provided
Fleet - Lube	DBE	Diesel Fuel Supplier/Manufacturer. First are looking to expand the scope to include oils and lubricants for DMU servicing and maintenance.
BMR Janitorial & Pressure Washing Service	DBE	DMU Cleaning and Facilities Janitorial services
Blue Goose Uniforms (JCM and Associates)	DBE	Uniforms
DFW	SBE	OMF Security

## *Quality and Experienced Leadership*

First will provide DCTA with an experienced local management team as described above and detailed in Tab B, fully qualified and familiar with the business, who will deliver the scope and requirements of the contract.

## **INDEPENDENCE OF OUR GENERAL MANAGER**

First's approach is to delegate a high level of autonomy to local management teams. As described above, for DCTA we will provide a single General Manager, Tom Tulley, to lead our staff in fulfilling the operations contract. Tom will have delegated authority to respond to the Authority's requirements and to call upon wider regional specialists and corporate resources as they are needed.

In all our operating companies, we ensure the independence of the assigned General Manager to make day-to-day decisions for the operation in relationship to the delivery of the service. The General Manager is the lead in relationship with the client and promotes positive coordination and interaction with other providers and stakeholders on the rail network. This has led to high levels of satisfaction with authorities and provided confidence in our ability to respond to issues as they arise. We are flexible in arranging modifications in service levels or customer service to meet the client authority's changing requirements.

Tom Tulley will be able to act independently, within a high level of delegated permissions, to meet the Authority's requirements.

## **LOCAL MANAGEMENT**

Tom has a management team who will aid him in ensuring a safe, reliable and efficient operation. Our managers and supervisors will oversee operations and dispatch activities 24/7 and lead the wider team. A member of the management team will always be available to respond to a call, allowing us to back up the staff on shift when necessary to respond to any issues that require management involvement.

Our local management teams are always empowered to make decisions as needed for the service they are responsible for. Each First location is successfully operated by a management team of experienced rail professionals, who directly coordinate with our clients to fulfill all local responsibilities based on contract requirements and service specifications.



Our local managers are responsible for:

- The relationship with the client authority on all aspects of the management of the contract and delivery of the client's requirements
- The safe operation of the train service and achievement of the performance levels required by the client authority
- The recruitment and training of staff to maintain and develop staff competencies and certification
- Working with the client authority and other contractors to improve safety, train services, customer service and efficiency, and to grow business for rail by developing the passenger rail network's attractiveness to passengers

We have developed corporate training and development programs to support members of staff in ensuring the highest levels of oversight.

## CORPORATE RESOURCES

Our local management team will be supported by our Executive Rail Team and our wider corporate resources, described later in this Tab.

### *Expert Partners: Rio Grande Pacific and CTC*

Our expert partners, Fort Worth, Texas-based Rio Grande Pacific Corporation (RGPC) and its subsidiary CTC, Inc. (CTC), will deliver innovative solutions and great value to the service. As an award winning railroad organization they bring expertise across Maintenance of Way, Dispatch, Signalling, Communications and Positive Train Control systems.

Maintenance of Way services will be provided by RGPC. RGPC has significant experience and expertise in maintaining railroads both locally in Texas and across a number of U.S. states. With access to resources and equipment locally, they are able to efficiently combine agility with the professionalism needed to maintain a modern commuter railroad right of way.

Rio Grande Pacific currently provides primary and backup dispatch for 10 railroads, a task that encompasses approximately 2,000 miles of main track throughout the United States. In addition, the corporation offers a full range of FRA compliant dispatching services aimed at helping customers reduce their overhead for dispatch staffing

*First will ensure quality service, customer satisfaction, and a true partnership to deliver innovative solutions and value to DCTA.*



## **BENEFITTING DCTA**

and equipment while optimizing track time and mitigating delays. For this proposal, RGPC will provide dispatching services for DCTA via a unique, hybrid cloud-based application that enables dispatching to occur globally at the click of the mouse. RGPC's central location, reputation and expertise make them the best candidate for DCTA dispatching.

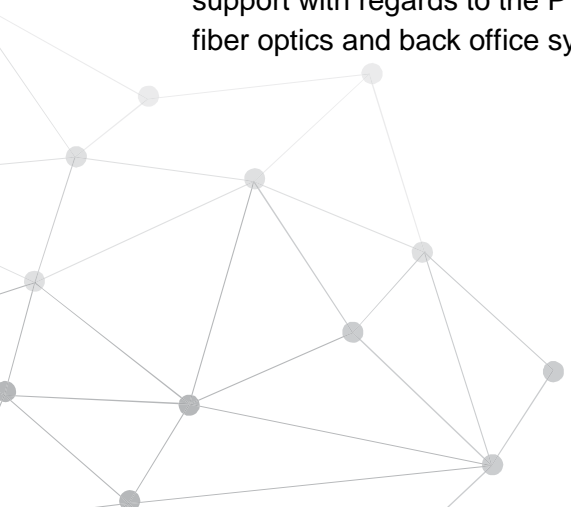
CTC, an industry leader in signaling and communications (S&C) systems, brings strong previous experience providing contract maintenance services to Class Is and other rail authorities, including DCTA, to the team. In addition to S&C, CTC focuses on highway-rail grade crossing safety solutions and support services.

The firm is comprised of nationally recognized experts in railroad signal systems design and implementation, PTC, signaling and train control maintenance, Highway-Rail Grade crossing safety and design, preemption, quiet zone design and implementation, and professional services for signal system litigation.

Many of CTC's employees have backgrounds in Class I and Class II railroads, municipalities, regional and state transportation agencies, and commuter rail systems. This range of experience allows the firm to bring an unparalleled depth and breadth of industry knowledge.

As part of First's teaming arrangement, CTC will oversee all aspects of S&C - PTC implementation, operations and maintenance, among other duties. Additionally, CTC is familiar with DCTA's policies, procedures and personnel; the two organizations successfully worked together previously on a signal systems enhancement project from fall 2015 through spring 2016. DCTA is well aware of their innovative problem solving capability from the work undertaken to enable single car operations on the A-train. The company's depth of organizational expertise, central location and strong existing relationship with DCTA makes the company ideal candidates for S&C.

With RGPC, CTC, coupled with expert oversight from our local management and supported centrally, First is uniquely positioned to offer a comprehensive and experienced team for DCTA's needs and requirements for Maintenance of Way Signals, Communications and PTC maintenance. Our team includes local track construction and maintenance providers in North America alongside leaders in wayside signal, crossings and Positive Train Control (PTC) installations for Class I and commuter railroads. The team also includes specific experience and support with regards to the PTC system and DCTA specific systems related to wireless mesh, fiber optics and back office systems.







The combination of our team's experience, along with us long history Maintenance of Way, gives us a perspective regarding capital expansion and construction projects relative to the safe and efficient operation of existing signal systems that is unmatched in the industry.

We have a 'one team' approach. RGPC and CTC are not merely subcontractors but part of the proposed A-train delivery organization. First always has the oversight role but, as is evident in the rest of our offer, RGPC and CTC are active team members providing solutions to the whole system. We will not allow our contractual structure to provide anything less than a single system solution. This covers all areas – operations, dispatch, track and systems maintenance, and Maintenance of Equipment. Coupled with our managers' depth and experience with FRA operating rules and requirements for both track and systems, our team's expertise ensures that DCTA will have the safe and reliable right of way necessary for serving and protecting their transit passengers.

## *Safety and Compliance*

First will create a "Safety Culture" based on employee involvement, training, and oversight. This is built on a primary focus on safety and compliance supported by our corporate and international rail teams. We don't just say this – we really mean it. Led from the top of the organization and engrained in every employee is our overarching and all-embracing safety culture that delivers for our employees, clients and passengers.

Tab C demonstrates our capability to operate consistently and provide systems and programs to deliver exceptional safety performance. Our staff is fully engaged in the education of safety awareness and participation in safety related activities. Tom has overall responsibility for safety. Reporting to Tom, the Local Management team will lead in this area through safety audits and interaction with all employees. He will be supported by our highly experienced Operations, Safety and Training Manager (Deputy General Manager), to ensure delivery of our collective safety requirements and overarching drive to zero incidents.

We will be fully compliant with all Federal Railroad Administration (FRA) and DCTA safety regulations and standards. Tom will maintain a partnership with the FRA through collaborative efforts to provide safety for our employees and the riding public.

Throughout the life of the contract, First will ensure compliance with internal and external requirements across all areas of the operation. Audits will be conducted to ensure compliance with rail safety, security, environmental, and occupational health to provide a safety culture that is an integral part of our operations. Our system safety programs will be the foundation of this culture, providing situational opportunities for positive corrective actions to be applied.

We bring added value to the successful operation of the commuter rail operations at DCTA by means of:

- Introducing innovative management and safety programs such as our employee-based safety management teams (SMG/SST)
- Injury Prevention (IP) program
- Fatigue Management and Sustained Attention Training (SAT)
- Extensive experience of successful and safe project and change management in the rail environment

Safety measures are constantly changing. All safety related processes and documents will be kept under review and updated as necessary through the use of historical data. Our Operations, Safety and Training Manager (Deputy General Manager) will maintain and control fully compliant and audit ready documents and records that are required by First, DCTA and regulatory agencies.

## *Deliverables*

In anticipation of contract award, First has proactively begun addressing many of the required deliverables to ensure full compliance, comprehensive mobilization, and successful operations. Examples include:

- Tom Tulley, is a current member of First's executive team, ready to take on the role of DCTA A-train General Manager
- Given the short window for mobilization, RGPC felt it prudent to move forward with ordering a fiber circuit (AT&T) that is required to connect to the Lewisville OMF location. This circuit will connect over a managed VPN that RGPC will setup upon NTP
- RGPC has set up a test WABTEC workstation to start familiarizing its dispatchers with the look and feel of the software
- CDRLS, SOP's and other operation documents have already been drafted in preparation for mobilization
- We have met with the FRA to ensure a partnership and positive relationship is formed both nationally and with the regional team

## Better Working Practices

We will introduce better working practices that will improve delivery and control giving a long term benefit to DCTA.

First's performance includes essential high standards of safety and regulatory compliance, on time performance, timely and effective response to incidents, and excellent customer service. First will employ highly experienced managers that are familiar and knowledgeable of the DCTA services. They will be supported by First's Executive Rail Team, FirstGroup rail professionals, and additional technical experts. Our service is based in disciplined operations and performance standards. Our approach for effective performance management is based on our successful 'Plan – Do – Check – Adjust' processes. First's knowledge of rail performance monitoring and management systems will be effectively applied to develop our own performance modeling of the DCTA system. This will be used, in coordination with DCTA, on schedule design and performance improvement.



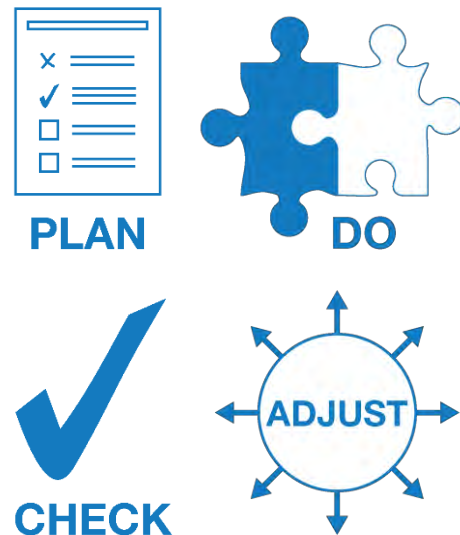
### PLAN – DO – CHECK – ADJUST

First develops strategies to meet the specific requirements of our rail clients. This ensures that every action plan is aligned with the needs and goals of our customers. We utilize a "Plan – Do – Check – Adjust" process to ensure plans are delivered and objectives are achieved.

Objectives and strategies are established using action plans and data based measures. These practices are subject to regular review at each of our properties. Practices must remain relevant and reflect the priorities of client and other key stakeholders. They will always comply with FRA and other safety regulatory agencies.

At our current operations, strategies are developed from data collected and analyzed. This supports two key business processes where we use data and measures to track our progress; dashboards and visualization.

We develop and constantly monitor dashboards (outlined below) where key data is used to provide information for our managers. This information is reviewed for trends and risks to be considered for necessary intervention.



We train our staff to use lean visualization techniques. Updated display boards or screens showing progress using key measures and actions are positioned in meeting rooms, giving employees instant access to the critical measures of their process.

This approach has resulted in increased levels of improvement in safety performance. We have used these tools to attain full compliance with contractual obligations to our clients resulting in improved customer satisfaction and higher passenger demand.

This strategic approach will be the basis for comprehensive, and customized maintenance and operational planning for DCTA. In coordination with DCTA, we will develop a systematic approach that will:

- Establish objectives that are SMART – specific, measurable, attainable, relevant, time-bound and centered to the A-train, DCTA requirements and customer expectations
- Create action plans, schedules, and associated resource plans to support service delivery
- Provide well-trained and motivated staff, working within First’s management and supervisory structure
- Identify/develop business processes, measures of outputs, and Key Performance Indicators to support operation of our ‘plan–do–check–adjust’ approach.
- Through operational transparency, ensure results are presented to DCTA, First management and staff, and stakeholders in a way that meets their needs

## SMART OBJECTIVES



**SPECIFIC**



**MEASURABLE**



**ATTAINABLE**



**RELEVANT**



**TIME-BOUND**

This is further discussed in Tab E: Systematic Use of KPIs on DCTA’s A-train.

## COMMITTED TO OUR CUSTOMERS

Essential to the success of our approach to providing rail services is effective customer service. As a shared value with DCTA, meeting and exceeding expectations and needs of our customers underpins our core values – Committed to our Customers and Setting the Highest Standards. First will provide staff and introduce processes for DCTA that will achieve high levels of customer service and satisfaction. First carries over 2.4 billion customers a year worldwide. Our ability to provide unrivalled knowledge and expertise in planning and delivering outstanding customer experiences is at the heart of our service.

First considers the entire journey to ensure we:

- Understand markets, customer needs and client requirements
- Know the importance of connectivity and the importance of public transportation
- Embed First processes, oversight, and resources to support successful service delivery
- Benchmark our service, identify and respond to changing customer needs and client expectations

## Staff Understanding of Requirements

Our employees are key to the success in providing customer service. We pay attention to all the details in improving customer service and the experience on trains we operate. We understand that service elements such as service information, employee appearance and demeanor contribute to the customers' impression of our client. Customer service depends heavily upon active, approachable, warm, and welcoming employees at each touchpoint through the journey.

*All First staff will have a clear understanding of DCTA's goals and objectives to provide A-train passengers Exceptional Customer Service, Every Day.*



## BENEFITTING DCTA

Within the first 100 days of operation, and as part of our induction process, our GM Tom Tulley and the executive rail team will deliver training to every employee detailing the requirements of the contract and the commitments that First has made to DCTA. No new employee will be allowed into service without a similar training. Only by doing so will all employees be knowledgeable to DCTA's goals and objectives for the service.

Through our training and development programs, First raises employee performance standards, supporting not only the career development of our staff, but ultimately improving the service provided to the customer. First enhances customer service skills of our employees with specific training, equipping them to deal with any situation and provide "Exceptional Customer Service Every Day," whatever the challenge. This instills behaviors and skills that are fundamental to our service-oriented culture. Through the support of the wider organization we are able to provide significant added value through our customer training programs at no additional cost. Detail is provided in Tab H: Customer Service Training and Tab R: Enhancements to Staff Training.



Our commuter rail service training brings to life the importance of our approach to customer service and ultimately conveys a deeper understanding of the needs of the customer. It is specific to each rail service we operate and equips First staff with the skills to deliver exceptional customer service – every day.

First also invests in other practices that enhance customer satisfaction, such as providing timely, accurate, and detailed service information to the passengers. All conductors are trained to make timely public announcements and are provided with a system specific handbook for reference. Additionally, communication and information dissemination is enhanced by our frontline teams, who are equipped with technology that can access real time operational information. Our First team will effectively work with DCTA to fully support the passenger's experience.

Customer research conducted on First rail services has highlighted the importance of high quality customer information. Announcements are sometimes automated, but we train our Engineers to provide clear and helpful announcements where appropriate, for instance at a higher frequency when services are disrupted.



## Comprehensive Plans

First implements comprehensive plans that provide a firm foundation for safe and on time performance. In support of quality customer service, we understand the critical importance of dispatching to achieve on time performance. In addition to ensuring a successful schedule, our dispatch offices are key to identifying potential delays, responding to incidents, and planning to minimize service disruption. Our operations and dispatch teams work closely on performance improvement actions.

## Supporting Service Delivery

**As part of our plans we will achieve accreditation to ISO 9001 Environmental Management Systems, ISO 14001 Quality Management Systems and OHSAS 18001 Occupational Health and Safety Management Systems within the first two years of our operation for DCTA.** These highly sought after accreditations are described in detail in Tab E. All of our current rail operations have already achieved full accreditation to both ISO 9001 and ISO 14001. Our comprehensive Quality Control Programs ensure we use detailed operational reporting systems to meet our operational targets. We use a system of Key Performance Indicators (KPIs) tailored to each operation. They monitor our performance, quickly identify trends, and continuously improve service by proactively seeking solutions to operational issues.

First local management teams monitor and analyze performance by creating a scorecard showing performance trends for each KPI. Each incident or non-compliance recorded in our database is assigned a manager for resolution. These actions are reviewed at the corporate level for added quality assurance. Any lessons learned are communicated to relevant staff, who develop and review plans to avoid a recurrence. More detail on our use of KPIs to manage our business is provided in Tab D: Key Performance Indicator Dashboard and Tab E: Meeting KPI Metrics.

## A-TRAIN SYSTEM MAINTENANCE

We will bring our team's technical expertise in maintenance of equipment, facilities, track, signals, communications and PTC. In terms of equipment familiarity, every day our staff maintain a substantial fleet of diesel powered commuter rail rolling stock that has very similar characteristics to that deployed by DCTA. Our managers and partners for maintenance of way, signals and communications systems colleagues have experience of operating and maintaining a mix of busy passenger and freight railroads.

Our maintenance strategy is led by effective engineering and based on the principle of Life Cycle Maintenance (LCM). We utilize Condition Based Maintenance and Reliability Centered Maintenance, together with Lean maintenance practices and technology to ensure every decision made maximizes the performance and life expectancy of all assets. First provides comprehensive approaches and plans for the maintenance and reliability of the A-train system through applied LCM principles of asset management.

The key fundamentals of our maintenance program are:

- Qualified and well trained staff
- Standardized work procedures
- Application of Lean Maintenance (5S)
- Capture and analysis of the condition of systems and components
- Capture and analysis of service failure and defect data
- Tracking and analysis of Material usage
- Asset management
- Running repairs
- Compliant with all federal and state regulatory requirements.

## Maintenance of Equipment

First will provide maintenance practices that minimize train failures, moves repairs from unscheduled to scheduled preventive maintenance and focus on safety, efficiency, communication and transparency.

Providing our clients with exceptional maintenance service, including regular effective cleaning, is one of First's core competencies. To do this, we work to ensure our vehicles operate at peak performance around the clock and in every community we serve.

**Regardless of the locations we serve, the type of vehicles in use, or the services we provide, every effort is taken to make sure our passengers and clients are afforded a level of care and attention that comes with being the best in the business.**

First's goal is to provide safe, reliable, well-presented vehicles that meet the customer and regulatory requirements. This goal is achieved through established processes, reliable equipment, and properly trained employees. Each contract has a Rolling Stock Maintenance and Overhaul plan that sets the standards to ensure compliance with regulatory and contractual requirements while achieving our goal.

The policies, procedures, and detailed plans that make up our maintenance and overhaul plans are controlled by an Asset Maintenance Management system. Utilizing our asset management system ensures we manage and deliver the day to day activities of running a railway while meeting our customers' requirements, our goals, as well as the regulatory requirements.

*First will provide safe, reliable, well-presented A-train vehicles that meet the all DCTA and regulatory requirements to ensure the best quality and passenger satisfaction.*



# **BENEFITTING DCTA**

The implementation of an Asset Maintenance Management system through standardized procedures, processes and plans is the preferred method of ensuring continuity of policy, customer requirements and consistency of standards. Our suppliers are also required to possess comprehensive management systems that meet our stringent requirements.

Through the effective implementation of a standardized asset maintenance management system we ensure that all maintenance activities guarantee trains always enter service in a safe, reliable, and well-presented condition.



## MOW, Signal, PTC, Communications

The practices and work procedures employed by RGPC stem from the company's commitment to providing superb customer service to its clients. RGPC believes strongly in the utilization of analytics; it drives everything from dispatch and customer communication to scheduling, maintenance planning and day to day activities. As well, the commitment to the safety of its people, clients and the customers they serve each day remains at the core of their business operations.

RGPC through CTC recognizes that how they maintain the signal and communication systems impacts the lives of others, and it is their goal to provide the safest and most effective signaling and communications systems to their clients. They employ the use of data recorders, like the x-TCM currently in use on the DCTA A-train, to record track disturbances in real time. The data can then be analyzed at a later date, or be used to determine where further investigation is needed. CTC will also be transparent and efficient in its practices and maintenance strategies.

## COMPREHENSIVE TRAINING

From the General Manager to the maintenance technicians, First's success is achieved through our employees' comprehensive training and desire to exceed expectations for safety and quality service. First will provide clear and concise training, described primarily in Tab B. This will promote employee excellence in customer service and improve on time performance. Our comprehensive system safety programs in addition to the training expertise of our rail team will enhance safety and regulatory compliance and continuously improve our safety culture.

## Innovation

First provides DCTA the support of an innovative company that will solve problems and offer valuable technology solutions to enhance the A-train service every day. Our operations are founded on quality service, ensuring Accountability for Performance while Setting the Highest Standards. This proposal offers DCTA the best of our service innovations, accumulated from our Executive Rail Team, international expertise, proposed local managers, and industry-leading best practices. We believe these valuable enhancements will provide DCTA with quality A-train service, high levels of customer satisfaction, and continuous improvement over the life of the contract.

As further described in Tab R, First is pleased to include extensive innovations in our base proposal and cost, to provide added value and enhancements from Day One of our DCTA A-train operations and maintenance service. These innovations include:

Base Proposal Innovations	Added Value to DCTA
Dispatch Software Improvements	Replacing the TMDS CAD system with Railcomm will provide lower maintenance and operating cost, together with triple backup redundancy.
Installing Wi-Fi Onboard Services	Installation of free Wi-Fi for customers, incorporating a customer survey to capture data and feedback on the service.
Grade Crossing Data Recorders	Installation of data recorders at each DCTA crossing and connecting each crossing recorder to DCTA's fiber network, to enable real time data monitoring from a cloud-based solution. This will make data accessible to aid investigation of grade crossing incidents and accidents.
Unmanned Aircraft System (UAS) Inspection	Using an Unmanned Aircraft System we will provide more regular inspections of bridges and structures that are inaccessible during normal inspections and maintenance.
Connectivity Enhancements	To enhance customer first/last mile planning, First proposes a new app, a customized version of Swiftly.
Operational Transparency	Providing tools to remotely access real-time information on the network, to enable DCTA to understand operational status and performance at any time.
Tackling Signaling Technology Obsolescence	We will track the status of signal and train control products to identify key technology and when replacement will need to be made. A plan will be provided to DCTA to prepare for product transition and will provide annual a state of good repair report on its signals and train control network life cycle.
High Water Monitors	To ensure the safety of the railroad and detect early warning before flooding occurs, we will fit high water monitors to critical areas on the ROW.
DMU Remote Condition Monitoring	We will undertake a condition monitoring trial of one DMU in order to predict failures before they occur and integrate information into our Life Cycle Maintenance plan.
Improved Knowledge of Asset Condition	First will combine our innovative Enterprise Asset Management system, paperless shop, analytical tools and Life Cycle Maintenance to ensure DCTA obtains maximum life, reliability and benefit from their assets.
10% Increase in Service Provision	A review conducted by our international timetable development and engineer rostering teams has enabled us to develop a timetable that offers a 10% increase in service with no additional headcount.
Enhancements to Staff Training	A customer service training program, successfully implemented at Greyhound, will be provided to all staff. We will also develop a program to allow train crews and signal maintainers to shadow their coworkers roles.
Teaming with Local Colleges	Introduce an educational program; partnering with local colleges to create rail-based classes to prepare students for a railroad career.
Greyhound Support	Utilizing Greyhound staff to provide local administrative support at no cost to DCTA.

Additionally, First has included innovations for future implementation, to be discussed and implemented in coordination with DCTA. Future innovate offerings include:

Future Innovative Offerings	Added Value to DCTA
20 Minute Peak Service and Other Timetable Enhancements	In cooperation with DCTA, we will reduce peak period headways to 20 minutes to enhance regular and easily understood timetables for customers and improved connections with DART Green Line at Trinity Mills.
Train Service Optimization	Application of a network simulator model to evaluate proposed major schedule changes and route extensions will enable testing and refinement prior to implementing network changes.
Mobile Ticketing – The GlobeSherpa Platform	Assist DCTA with further implementation of the Go-Pass system to provide a comprehensive, easy to use app for passengers.
Hyperlocal Advertising	To support the local communities, deliver adverts to passengers about small businesses that are relevant and local to the A-train service.
Customer Feedback	Improved response to customer feedback by using Twitter to monitor customer feedback and actively respond to real-time issues, with the goal of improved customer service and early fault rectification.
Fuel Hedging	Enable DCTA to take part in First's fuel hedging program to allow long term planning and reduce short term price hikes.
Station Connection Improvements	Improved connectivity at key locations to benefit rail usage and local business areas.
Greyhound Intermodal Operations	Modify one of our Greyhound bus stops to coordinate with A-train services at Denton Station.



## Added Value

First has enhanced our offering to DCTA with the added value of our wider corporate experience and resources in many areas including multi-modal solutions, expert analytics, customer service, and comprehensive asset management.

## MULTIMODAL SOLUTIONS

We will carry out an investigation into revenue protection and generation mechanisms utilizing our technical experts, and if appropriate our tried and tested advisor supply chain.

Within our rail operations, First's financial return is impacted by the implementation of revenue protection and generation mechanisms, so we have great expertise in these areas, which we will share with DCTA. We will report on the outcomes of the investigation to DCTA, suggesting options to consider and the scale of further benefits from improvements in services. This could include greater multi-modal integration and fare changes, based on the anticipated provision of suitable data. This will allow DCTA to consider the business case for contract or service changes.

## EXPERT ANALYTICS

We will provide the highest level of focus on contract delivery and client transparency through our use of data management tools. Utilizing our Dashboard, as described in Tab D, and supported by a range of tools that will deliver detailed analytics of all our activity, including monitoring of compliance, key performance indicators, paperless shop, trend analysis, condition based monitoring and pro-active delivery of dispatch, First and its team will deliver far higher levels of information management than is normally available in the U.S. rail industry. This is possible due to the unique combination of our team's understanding of U.S. rail operation, European techniques and a well thought through and technically advanced approach to dispatch.

## CUSTOMER SERVICE

In partnership with DCTA, First will ensure that the A-train service will provide quality rail operations that passengers will want to use. To promote customer satisfaction, First will provide a range of customer service solutions already implemented in our other businesses:

- Regular service monitoring by our managers, at stations and traveling on trains
- Our "Mystery Rider" program, where randomly selected passengers will travel on trains to record key aspects of their customer experience and report on trip satisfaction, compliance, and concerns
- On-train customer satisfaction surveys, available at any time to our passengers

- Taking every opportunity to gain data and knowledge about our existing – and potential – customers, with a special focus on our regular passengers
- Learning from passenger concerns, commendations, and comments, via customer calls, social media, and especially DCTA staff
- Resolving concerns that arise, modifying operational processes for service improvement, supporting DCTA staff, and enhancing training
- Holding regular “Meet the Manager” sessions at the principal stations on the network and on trains, allowing customers to speak with our managers to provide comments. We welcome DCTA staff to join us during these sessions
- Greyhound’s Transforming the Customer Experience training program and tailor our announcement training curriculum for DCTA operations

## COMPREHENSIVE ASSET MANAGEMENT

Our approach will be to implement an Asset Management procedure based on the Moving Ahead for Progress in the 21st Century Act (MAP-21) principles. We have already developed corporately a Strategic Asset Management Plan which will guide us in our development of an Asset Management plan and system with DCTA. This plan is structured to reflect key elements of our Asset Management Program involving:

- Organization and management process
- Life cycle asset plan
- Maintenance planning and delivery
- Renewals planning and delivery
- Information management systems

Our approach to Asset Management is designed to be increasingly:

- Systems based
- Whole life optimized
- Asset knowledge
- Risk based
- Subject to continual improvement
- Data driven

We describe our approach to asset management in detail in Tab G.



## Leveraging Corporate Support and Resources

We offer experience and support through the corporate resources available from First Transit and the wider Group. First's regional and corporate management support includes US and international specialists in rail operations, maintenance, infrastructure and customer services to develop our local companies as needs arise, spanning customer service, commercial, rail engineering, HR, finance, IT and environment.

*First leverages the full support of our Company and resources to bring DCTA the very best of international operational excellence, with a customized local approach to meet your needs.*



# **BENEFITTING DCTA**

General management and oversight will be offered by First Transit, under the direction of Brad Thomas. This includes management training / development, accounting, engineering advice. First Group America will provide legal support, safety and security advice, internal auditing, taxation. Greyhound, based in Downtown Dallas, will provide customer service training, payroll processing, budgeting and project accounting. Greyhound can also offer more technical skills including passenger forecasting, marketing support and multimodal transport solutions.

## *Specialist Technical Support*

First supports our rail businesses with specialist technical expertise through 'in house' experts, independent consultants, and larger specialist companies for particular tasks, as needed. The specialist technical support covers:

- Safety and training
- Planning and operations
- Performance and customer service
- Maintenance processes and materials
- IT, operational, maintenance, HR and finance systems
- Clive Burrows, Group Engineering Director, who has nearly 40 years' experience and is one of the most experienced engineers in the European rail industry
- Mac Andrade, Group Infrastructure Director, is an industry leader in all aspects of design, planning, development, construction and subsequent maintenance of all types of multi-user rail roads.



## Corporate Support

Oversight from regional and specialist technical teams is further enhanced by corporate support across all our operating locations. First's corporate support provides central skills and operations in support of the local level operations, including:

- Safety, ethics and sustainability
- Employee development and benefits
- Operational best practice
- Budgeting, planning and financial management
- Control systems and risk management

First's local A-train management team will be fully supported by the following First Transit corporate resources:



**Bradley Thomas,**  
**President**

### Areas of expertise: Project oversight, management, and review

Brad is president of FirstGroup America's division First Transit & First Services. Brad earned a Bachelor's degree in Political Science at the State University of New York College at Cortland and holds a Master's degree in Political Science—Public Policy Analysis and Administration—from Binghamton University (NY). Committed to service, Brad is a highly experienced transportation leader, completely focused on safety, strong relationships with client authorities and delivering great customer service. He actively encourages his teams to support their communities and professional associations. His engaging and respected approach has helped transform the business and its relationship with customers across the continent.





**James Tippen,**  
**Senior Vice**  
**President, Finance**

**Areas of expertise: Financial Oversight,  
Administration, Auditing**

James “Jim” Tippen is the SVP of Finance/CFO for First Transit & First Vehicle Services. In this role, Jim oversees all finance activities including budget analysis, forecasting and strategic planning of the company’s financial strategy. Jim has over 20 years of experience in finance, accounting and operations. Most recently, he held the position of Vice President, Finance Operations & Administration at xpedx. Jim has a bachelor’s degree from Western Michigan University and a master’s degree from the University of Southern Illinois.



**Michael Petrucci,**  
**Vice President and**  
**Deputy General**  
**Counsel**

**Areas of expertise: Legal Counsel and Compliance**

Michael has over 20 years’ experience as a practicing attorney, with over 11 years in the transit industry. He is also a board member of the Greater Cincinnati Minority Counsel Program. Michael is responsible for contract matters, labor and employment, environmental and OSHA compliance, FTA regulatory compliance, risk management and public procurement.

As an extensive transit provider throughout the state of Texas, First rail operations also has the added benefit of our Central Region Transit team, led by Beverly Edwards, Senior Vice President, to provide an added level of support.

First also has significant specialist resources and capability to support all contractual activity. This includes specialists in:

- Recruitment, training, learning and development
- IT architecture and delivery
- Regional support and stakeholder engagement
- Contractual oversight and quality control procedures

In addition, First can call on the support of shared resources across FirstGroup America including: audit, tax, procurement, insurance and risk management, security, property and environmental.



## Rio Grande Pacific and CTC

Rio Grande Pacific's senior management team represents an outstanding wealth of railway experience that spans several decades. The corporate assets that are available to the DCTA Maintenance of Way team include:



**Richard Bertel,**  
**Chief Executive**  
**Officer**

### Areas of expertise: Short line operations

Before founding Rio Grande Pacific Corporation, Richard Bertel helped co-found Trax Engineering & Associates, Inc., and served as President and Chief Operating Officer for a regional railroad track rehabilitation and construction firm operating in Texas, Oklahoma and the southwestern United States. In addition, he has been involved in short line and regional start-ups, turnarounds, and transition management for both public and private railroad owners. Mr. Bertel received his MBA from Texas Christian University.



**Robert Bach,**  
**President**

### Areas of expertise: Legal and business issues pertaining to short line railroads

Robert Bach joined Rio Grande Pacific as its President in 2011. Prior to RGPC, Mr. Bach was in private practice with a law firm in Minneapolis for more than 30 years. During his career, he developed extensive expertise in the legal and business issues confronting short line railroads, which provides him with a broad understanding of the role of short line railroads in commerce, and the related advantages the industry provides to its customers. Mr. Bach received his undergraduate degree from the University of Iowa, and his J.D. from the University of Minnesota.





**Ralph Crouch,**  
**Director of**  
**Engineering**

### **Areas of expertise: Maintenance-of-Way**

Ralph Crouch has been a part of Rio Grande Pacific since its inception. Prior to joining the firm, he worked in both the Engineering and Bridge and Building department of the Missouri Pacific Railway and the Texas & Pacific Railway. He brings more than 40 years of experience in track construction, bridge construction, track maintenance programs, capital upgrade programs and track design.



**Chad Baker, Director**  
**of Systems**  
**Integration Group**

### **Areas of expertise: Signaling and train control**

Chad Baker is a 22-year industry veteran with extensive experience in all aspects of commuter and light rail signaling and train control. He was a Signal Engineer assigned to DCTA during startup integration and commissioning in the Spring of 2011 and was CTC's Field Signal Engineer for the x-TCM Rail Safety Enhancement Project 2016. Chad successfully commissioned a Computer Aided Dispatching system on North County Transit District's Coast Express Rail (Coaster) and Sprinter (DMU corridor)



**Matthew Mattiza,**  
**Assistant Engineer**

### **Areas of expertise: Maintenance-of-Way**

Matthew Mattiza began working for Rio Grande Pacific in June of 2010, assisting with track inspection, bridge inspection and track design. In his six years with the company, his role has expanded to include bridge design, FRA MOW compliance, efficiency testing, working with area agencies, road crossing agreements and rehabilitations, utility crossings, property acquisitions and general oversight of the MOW programs. Mr. Mattiza is also a certified bridge and track inspector, proven not only by going through AREMA and NARS seminars, but also through field experience.



**Mitch Harris,**  
**Director of Safety & Compliance**

**Areas of expertise: Regulatory Compliance, Rules Compliance and Discipline, Training and Continuing Education, Locomotive Engineer and Conductor Certification, Federal Reporting and Internal Control, Operational Testing and Monitoring**

Mitch Harris has been instrumental in the development, implementation and management of safety related policies and programs for RGPC, including: Regulatory Compliance, Rules Compliance and Discipline, Training and Continuing Education, Locomotive Engineer and Conductor Certification, Federal Reporting and Internal Control, Operational Testing and Monitoring, Hiring, Medical and Functional Testing Standards and Drug and Alcohol Testing and Employee Assistance. Mr. Harris is committed to providing leadership for the continuous improvement of safety practices and culture at RGPC and the entire short line and regional railroad industry.



**Taylor Kelley,**  
**Manager of Safety, Training & Regulatory Compliance**

**Areas of expertise: Safety and Training, Regulatory Compliance, Conductor and Engineer Certification, Dispatcher Training, MOW and Signal Rules/Roadway Worker Protection**

Taylor Kelley is an integral part of safety and training at the Rio Grande Pacific Corporation. Currently, he serves as the Manager of Safety, Training & Regulatory Compliance at Nebraska Central Railroad Company. In this role, Mr. Kelley mentor's new employees in various crafts and maintains the annual training standards. His focus is on the safety of the employees, customers and communities we're involved with. He was named the 2015 American Short Line Regional Railroad Association (ASLRRA) Safety Person of the Year.



**Linda Pollard,**  
**Manager of**  
**Purchasing**

### **Areas of expertise: Material Purchasing and Procurement**

Linda Pollard has been employed by Rio Grande Pacific Corporation since 1990. She currently manages material purchasing and transportation. She is an integral part of managing our projects on all railroads and her many responsibilities include budget management, procurement, scheduling, etc. Along with her purchasing responsibilities, she also performs the monthly FRA reporting for the Wichita, Tillman & Jackson Railway (WT&J). Throughout her career, Mrs. Pollard has built a wide array of contacts throughout the railroad industry, stemming from her dedicated involvement in the ASLRRA.

This team has successfully operated, maintained and supported the needs of four railroads traversing more than 450 miles of track for over 25 years. They will be available in any instance to assist, consult and advise for a variety of situations, from normal maintenance to emergency response and remediation to innovative approaches. Short line railroading is an exceptionally niche market; much like how RGPC views the DCTA operation, you must be efficient to be successful.

The CTC team will follow the leadership of Chad Baker, Director of Systems Integration Group. Mr. Baker is a 22-year industry veteran with extensive experience in all aspects of commuter and light rail signaling and train control. In addition to Mr. Baker, CTC has committed its corporate team to DCTA:

- Executive staff partnering
- Safety and industry leaders in all aspects of Grade Crossing safety
- Marketing and outreach support
- Accounting and auditing support staff
- Engineering staff and professional engineers (PE) licensed in Texas
- Construction crews based in Fort Worth, Texas
- Maintenance staff
- Electronic Assembly Facility in Fort Worth, Texas

Through the combined resources available across First, its wider business, and that of our partners, our experience and support available is unrivalled.



## Providing a Dedicated Partnership and Value

In addition to providing the strongest partnership and approach to the Operations and Maintenance of the A-train, we have included our pricing schedules to offer exceptional value and cost savings in our service delivery.

First delivers a fully compliant solution that meets the scope of work, but also includes a wide range of value-added innovations (detailed in Tab R: Innovations). First's service will give DCTA a significant return on every dollar spent.

DCTA can be confident that choosing First will ensure that the A-train is not only in safe hands, but will deliver ongoing efficiency, transparency and innovative thinking for the life of the contract.





## TAB B.

### Qualifications of Staff and Company Record



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## FIRST TRANSIT PROPOSAL

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## QUALIFICATIONS OF STAFF AND COMPANY RECORD

### Qualifications of Staff and Company Record

This tab highlights to DCTA our staffing approach, including identifying our management structure, and demonstrating our team's extensive and relevant experience. The table below outlines the general layout of this tab, summarizing DCTA requirements relating to staffing and demonstrating how we will comply with and exceed such expectations.

What DCTA Requires	Compliance	Demonstration
Personnel shall be fully trained and qualified to perform their assigned duties, and shall be subject to the direction, supervision, and control of the Contractor and not of DCTA.	✓	All First personnel will be fully trained and certified to meet the qualifications and requirements of their job duties. First staff will work in fully support of DCTA for the success of the A-train operation
The Contractor is expected to provide adequate staffing to support the operation and service levels in the safest manner.	✓	First's staffing plan is based on our thorough understanding and experience operating comparable services to provide quality and cost effective rail services
The Contractor's management team will have experience and knowledge in areas of railroad passenger operations, including, without limitation, customer service, rail operations, safety, corridor dispatching, maintenance of rail passenger equipment, and maintenance of right of way, signals, communications, information technology, and shall have authority to make decisions in conjunction with DCTA concerning the daily operations and management of the Services.	✓	Each member of our management team has in excess of 14 years of relevant experience and expertise (see resumes in appendices) Various properties are summarized, demonstrating our team's relevant and extensive experience in providing the scope of work for this contract
The offeror will develop and submit with their proposal, an organizational chart showing all management and staff positions and reporting relationships.	✓	All positions in support of DCTA A-train services are outlined in the organizational chart to highlight reporting relationships and the full extent of operational support

What DCTA Requires	Compliance	Demonstration
The Contractor shall, if requested to do so by DCTA, remove or reassign and replace with someone with comparable qualifications and personnel at no cost to DCTA, even if such personnel had been previously approved.	✓	First's management personnel have committed to this project throughout the life of the DCTA A-train contract. We understand that in the rare instance that management changes are necessary, DCTA retains the right to approve or reject replacements.

## 1. Project Staffing

*Explain how the offeror plans to staff the project. All full-time and part-time, on-site and offsite positions shall be explained. Provide qualifications for members of the management team. Key management positions should have a minimum of seven (7) years of experience in their field of expertise.*

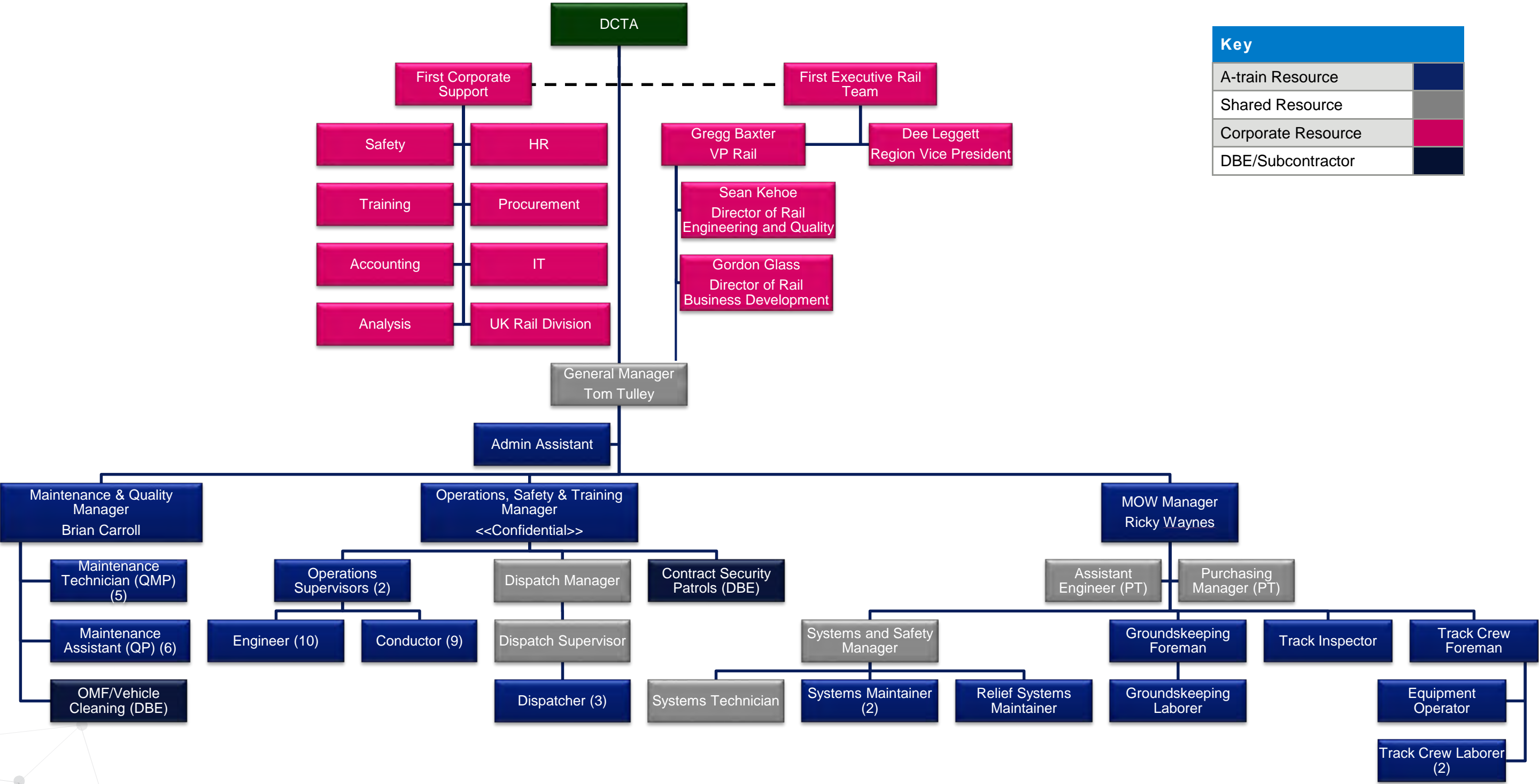
As a highly experience rail provider, First knows the importance of providing the best management team, with significant regulatory experience, supported by a well-structured and fully optimized team to deliver services reliably day in day out.

This section highlights how we will staff the project, optimizing cost and resource efficiencies for DCTA, through multiskilling and cross-sharing of resources. We guarantee to meet all service and contractual obligations, achieving each KPI on behalf of DCTA, through an experienced, quality and efficient workforce. This section additionally highlights our proven processes for recruiting and training, ensuring we have the best possible workforce.

Our management team and project staff are a critical resource in providing comprehensive service quality and safety. We ensure they have the appropriate training and relevant experience to deliver the highest levels of service, with the full support of First corporate management to ensure quality service in all aspects of our operations.

The structure of our A-train organization, including staff numbers and full/part-time availability, is highlighted in the organizational chart below.







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## Department Responsibilities

As demonstrated in the organizational chart above, First's project organization for A-train is divided into the following primary departments and functional responsibilities.

Department	Functional Responsibilities
Administration and Reporting	<p>Finance, administration, and staff documentation, Monthly reports to DCTA</p> <p>Administration of contracts and compliance, payroll, invoices</p> <p>(HR) Reporting arrangements to DCTA as it applies to contract compliance</p> <p>(HR) Employee assistance programs</p> <p>Coordination of Flagging requirements/payments for DCTA capital projects,</p> <p>Protection of Roadway workers training (non-rail personnel)</p>
Operations, Safety & Training	<p>Safe, punctual and reliable operation of A-train services, assignment of train crew to services, Provision of excellent customer service</p> <p>Central source of expertise for safety, rules and security for the company and employees, Adherence to operational safety and rules compliance</p> <p>Develop and promote safety and security performance improvements, in full compliance with regulatory and company requirements, safety training, security and promotional activities against the timetable published in the System Safety Program Plan and System Security Program</p> <p>Coordinate activities required in managing change safely and effectively, monitoring, inspections and audits to meet safety and security requirements</p> <p>Identify safety concerns and develop mitigation plans, Internal and external safety communications, actions, and response</p>
Maintenance Equipment and Quality	<p>Maintenance and overhauls of A-train fleet, maintenance tasks electronically uploaded to Dashboard</p> <p>Daily and required deep cleaning of A-train fleet, hop cleanliness and Inventory verification, Management of maintenance facilities</p> <p>Delivery of reliable operation of A-train vehicles</p> <p>Oversight of maintenance safety and asset protection</p> <p>Quality Assurance and Audit programs</p> <p>Blue Signal Protection of Workers training, verification and audits</p>
Maintenance of Way, Signals, Communications and Positive Train Control	<p>Maintenance of way and signals, dlivery of renewals work, Oversight of maintenance safety and asset protection</p> <p>Provision of fully functioning route to allow safe, punctual, and reliable operation of A-train services, Management of equipment required to support the maintenance and renewal of way and signals</p> <p>Signal and Flagging scheduling, training qualifications, and documentation. ROW/MOW Roadway worker protection classes (rail and non-rail personnel)</p> <p>Quiet Zone qualifications/compliance, Grade Crossing signage, lighting, information and equipment</p>



## Management Team

### *Tom Tulley, General Manager*

Our General Manager, Tom Tulley, will provide structured management for A-train operations to fully meet DCTA, FRA, State, and local requirements. In this role, he will be responsible for the quality performance of A-train rail services and contractual compliance. Tom will have full authority and decision-making capabilities.

Tom's principal responsibilities are to serve as the primary contact between DCTA and First. He will respond to all communications and decision making related to the administration and delivery of the contract. As General Manager, Tom will oversee all operating, maintenance and administrative activities, including:

- Operational safety and performance
- Efficient operations and supervisory roles of all direct reports
- Management of systems, procedures and policies
- Compliance with all contract deliverables and contractual obligations
- Measureable customer service and passenger satisfaction
- Documentation of procedures and accurate record keeping

Department management and oversight of the A-train service will be provided by the following key functional managers, directly reporting to Tom Tulley:

- <<Confidential>> – Operations, Safety and Training Manager (Deputy General Manager)
- Brian Carroll – Maintenance and Quality Manager
- Ricky Waynes – Maintenance of Way Manager

All members of the First team will work in full cooperation with DCTA counterparts throughout the contract to effectively and efficiently provide your rail service.



## Qualifications and Experience of our Management Team

The below highlights the experience and qualifications of our A-train management team.

First Staff	Years of Oversight Experience	Overview of Oversight Experience	
		Railroad / Rail Authority	Position Held
Tom Tulley	22 years	TEXRail	COO/CMO
		Trinity Railway Express	COO/CMO
		North County Transit District	Chief of Safety, Training and Regulatory Compliance
		Federal Railroad Administration	Passenger Rail Specialist MP&E Specialist SACP with BNSF
		Union Pacific Railroad	Senior Shop Director Mechanical General Forman Training Instructor Foreman Electrician
<<Confidential>>	20 years	<<Confidential>>	Manager of System Safety & Training
		<<Confidential>>	Director of Commuter Operations
		<<Confidential>>	Manager of Operating Practices
Brian Carroll	16 years	Bombardier	DMU Manager
Ricky Waynes	14 years	Railworks	Regional Safety Manager / Quality Control & Assurance Manager
		Balfour Beatty	Quality Control & Assurance Manager

Full resumes for the management team can be found as an Appendix. These highlight the full extent of our management team's experience, including years of relevant service and key qualifications received. **Note that each member of the management team has over 14 years of relevant experience.**

## Positions and Responsibilities

Tom Tulley – General Manager	
<b>Full-time / Shared</b>	Shared – Majority of time will be dedicated to DCTA which will always take priority over corporate responsibilities
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Vice President of Rail, Gregg Baxter
<b>Direct Reports</b>	Maintenance & Quality Manager Operations, Safety & Training Manager (DGM) MOW Manager Administrative Assistant
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Responsible for delivery of all aspects of Operation of A-train services</li> <li>• Manage daily train operations with the autonomy to intervene to remedy irregular operations, by making changes, additions or replacements in equipment</li> <li>• Manage train crew employed</li> <li>• Versatile to cover operations management anywhere on the A-train railroad network</li> <li>• Responsible for accident/incident investigations with appropriate closeouts</li> <li>• Daily control of efficiency testing in accordance with 49 CFR 217</li> <li>• Overall responsibility for compliance with all FRA programs and plans</li> </ul>

Brian Carroll – Maintenance & Quality Manager	
<b>Full-time / Shared</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	General Manager, Tom Tulley
<b>Direct Reports</b>	Maintenance Technician (QMP) Maintenance Assistant (QP) OMF/Vehicle Cleaning



## Brian Carroll – Maintenance & Quality Manager

<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Direct maintenance of the A-train fleet</li> <li>• Complete all required equipment maintenance reporting for DCTA and regulatory bodies</li> <li>• Ensure the proper qualification, training, and competency of all maintenance personnel</li> <li>• Review and approve all Engineering Change Notices for engineer</li> <li>• Responsible for delivery of all aspects of maintenance and cleaning of A-train fleet</li> <li>• Manager for A-train Facilities</li> <li>• Maintain Inventory Levels (6-month supply)</li> <li>• Provide annual updates of Preventative Maintenance Plan, Facility Maintenance Practices, Quality Control and Cleaning Standards</li> <li>• Schedule non-routine and heavy maintenance to ensure proper level of fleet readiness needed to maintain proper revenue service.</li> <li>• Long term planning of materials with extended receipt times to ensure fleet readiness</li> </ul>
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## <<Confidential>> Operations, Safety & Training Manager

<b>Full-time / Shared</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	General Manager, Tom Tulley
<b>Direct Reports</b>	Operations Supervisors Engineers/Conductors Dispatch

## <<Confidential>> Operations, Safety & Training Manager

<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Identify Rules required for compliance with regulatory requirements, monitor changes, and work with Training Officers to revise training program materials and plan</li> <li>• Produce and perform Rules Examinations</li> <li>• Manage the Efficiency Testing Plan</li> <li>• Maintain System Safety Program Plan, Safety Management System, System Security Program Plan, and compliance with regulatory and DCTA requirements</li> <li>• Liaise with regulatory safety bodies and attend monthly meeting such as Safety Management Group, DCTA safety and security meetings</li> <li>• Monitor safety and security performance, produce monthly reports against appropriate company, DCTA, and regulatory requirements</li> </ul>
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## Ricky Waynes – Maintenance of Way Manager

<b>Full-time / Shared asset</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	General Manager, Tom Tulley
<b>Direct Reports</b>	Right of Way (ROW) - RGPC Maintenance of Way (MOW) - RGPC Signal Operations and Maintenance - CTC Inc. Communications - CTC Inc. Positive Train Control (PTC) - CTC Inc.



## Ricky Waynes – Maintenance of Way Manager

<b>Responsibilities</b>	<p><b>MOW/ROW</b></p> <ul style="list-style-type: none"> <li>• Manage all maintenance of way of DCTA Service Property performed by First under this contract</li> <li>• Develop maintenance programs that maximize useful life and performance for support property assigned to the Engineering Department</li> <li>• Manage all MOW requirements including inspections and required maintenance of track, switches, signals, right-of-way, road crossings, culverts and drainage, other right-of-way facilities</li> <li>• Manage day-to-day maintenance to meet required regulatory codes as well as direct maintenance crews for preventive maintenance of total track structure</li> <li>• Coordinate construction team with maintenance to confirm regulatory and safety compliance</li> <li>• Respond to emergency incidents as required, 24 hours a day, 7 days a week</li> <li>• Continually strive for system improvements while maintaining First best practices</li> <li>• Maintain bridge operations plan and bridge inspection plan</li> <li>• Provide Hi-Rail services for DCTA as requested</li> <li>• Coordinate and maintain SW3P storm water pollution prevention and MS4 Storm water sewer systems requirements</li> <li>• Maintain all inspection records and provide upon request to DCTA</li> </ul> <p><b>Track Standards</b></p> <ul style="list-style-type: none"> <li>• Maintain/replace crossings as needed</li> <li>• Maintain/replace switch ties as needed</li> <li>• Maintain track conditions to an FRA Track 4 standard</li> <li>• Provide polishing of rail and shunt monitoring</li> <li>• Perform all FRA testing</li> <li>• Correction of non-emergency deficiencies within 14 days</li> <li>• Maintain/update Track charts</li> <li>• Perform spot/tie replacement</li> <li>• Provide spot surfacing and lining as required</li> <li>• Provide profile grinding</li> <li>• Maintain DCTA's shunting mitigation plan</li> </ul>
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An administration assistant will be recruited to support the General Manager and the wider management team. Details of this role, including responsibilities, are highlighted below.

Administration Assistant	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	General Manager, Tom Tulley
<b>Direct Reports</b>	Finance and Administration functions
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage all finance and human resources tasks are carried out promptly</li> <li>• Ensure contracts are administered accurately</li> <li>• Ensure that all reports due under the DCTA contract are supplied accurately and on time</li> <li>• Update and maintain phone and email listings</li> <li>• Provide front desk coverage during normal working hours</li> </ul>

### *Replacement of Management Staff*

Our management personnel have all committed to this project throughout the life of the DCTA A-train contract. We understand that in the rare instance that management changes are necessary, DCTA retains the right to approve or reject replacements.

First will work with DCTA to see that the best possible candidate fills any vacant management position as quickly as possible. With more than 16,000 employees across North America and an expansive network of hiring and recruiting personnel and support company-wide, we can ensure DCTA that we will find the right candidate for any future openings. Management personnel will only be replaced with the written consent of DCTA.



## Operations, Safety & Training

To justify each position within this division, individual roles and responsibilities are detailed below.

Operations Supervisors (2)	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Manager of Operations, Safety & Training (DGM)
<b>Direct Reports</b>	Engineers/Conductors
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Qualified as Engineers under 49 CFR part 240 to provide supervision of First's engineer and perform the duties of and engineer for the service when required.</li> <li>• Maintain performance KPI's</li> <li>• Provide crew safety and operational briefings</li> <li>• Ensure crew fitness for duty</li> <li>• Ensure hours of service logs for operations are maintained as required by the FRA</li> <li>• Develop and implement service changes, provide corrective actions for delays and service disruptions</li> <li>• Site manager in the event of an incident involving first responders and crew evaluations</li> <li>• Responds to all derailments, washouts, crossing accidents, and other incidents.</li> <li>• Direct communication with dispatch center to illuminate train delays</li> <li>• Posting of form B's, track and time, bulletin orders, and all related operational information.</li> <li>• Work with DCTA to ensure smooth operations when a bus bridge is required.</li> <li>• Perform efficiency testing of crews</li> <li>• Review incident reports prior to Manager of Operations and Safety</li> </ul>

Engineers (10)	
Full-time / Part-time	Full-time
Onsite / Offsite	Onsite
Supervisor	Operation Supervisors
Direct Reports	N/A
Responsibilities	<ul style="list-style-type: none"> <li>Operates trains in accordance with all rules, regulations and instructions</li> <li>Maintains certification under the requirements of 49CFR parts 240 and 242</li> <li>Complies with requirements of 49CFR part 219</li> <li>Provide vehicle operations for DCTA revenue service.</li> <li>Meet requirements set forth DCTA's Emergency Preparedness Plan</li> <li>Maintain OTP</li> <li>Wears DCTA approved uniforms</li> </ul>

Conductors (9)	
Full-time / Part-time	Full-time
Onsite / Offsite	Onsite
Supervisor	Operation Supervisors
Direct Reports	N/A
Responsibilities	<ul style="list-style-type: none"> <li>Maintains certification under the requirements of 49CFR parts 240 and 242</li> <li>Complies with requirements of 49CFR part 219</li> <li>Provide passenger assistance for DCTA revenue service.</li> <li>Meet requirements set forth DCTA's Emergency Preparedness Plan</li> <li>Maintain operational revenue service schedule</li> <li>Maintain OTP</li> <li>Provide services for Person's Needing Assistance (PNA's)</li> <li>Provide passenger counts for each train, each stop</li> <li>Provide fare verification working with local law enforcement</li> <li>Provide passenger communications during the course of normal operations and incidents</li> <li>Wears DCTA approved uniforms</li> </ul>



Dispatch	
Full-time / Part-time	Full-time
Onsite / Offsite	Offsite (Fort Worth) with back-up location at the OMF
Supervisor	Manager of Operations, Safety & Training (DGM)
Direct Reports	N/A
Job Purpose / Scope	<ul style="list-style-type: none"> <li>• Monitor the train service and ensure that trains operate according to their timetables and engineer shifts</li> <li>• Respond to and manage events or delays on the network including: notifying relevant parties, implementing service recovery plans, and providing information to passengers</li> <li>• Record and enter train movements into the asset management system, including FRA-required logs and records</li> <li>• Work with engineers, maintenance teams, and staff to manage the rail operations</li> <li>• Issue track warrants and certificates for protection of routine and non-routine line maintenance activity and excursion services</li> <li>• Brief engineers, dispatch and staff for shift handovers</li> <li>• Post and advise engineers of changes to the operating timetable and adverse weather conditions</li> <li>• Notify management of all operating rule violations including grade-crossing failures, and notes of extraordinary and unusual events</li> <li>• Create Delay Reports in the Incident Management System, classifying each delay according to the cause of the delay to allow for appropriate management response</li> <li>• Provide and distribute any information as is directed by DCTA to transmit to the public</li> </ul>



## Maintenance of Equipment and Quality

To demonstrate the purpose of each position, each of the key roles within this division, including their responsibilities and tasks, are detailed below.

Maintenance Technician (QMP) (5)	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Maintenance & Quality Manager, Brian Carroll
<b>Direct Reports</b>	N/A
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage day-to-day maintenance defects, warranty claims, and performance data for DCTA</li> <li>• Daily interior/exterior calendar day inspections (FRA)</li> <li>• Initial terminal air brake tests (FRA)</li> <li>• Planned and unscheduled maintenance</li> <li>• Ensure all proper maintenance entries via handheld tablet</li> <li>• COT&amp;S Overhauls</li> <li>• Engine, general, and coupler overhauls</li> <li>• Traction Motor and Gearbox overhauls</li> <li>• Suspension Elastomer repair and replacement</li> <li>• Electronic troubleshooting and repair</li> <li>• Provide supervision to QP's fueling, cleaning and general upkeep of vehicles and shop areas.</li> </ul>

Maintenance Assistant (QP) (6)	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Maintenance & Quality Manager, Brian Carroll
<b>Direct Reports</b>	N/A



### Maintenance Assistant (QP) (6)

<b>Responsibilities</b>	Assist Technicians with: <ul style="list-style-type: none"> <li>• Daily interior/exterior calendar day inspections (FRA)</li> <li>• Initial terminal air brake tests (FRA)</li> <li>• Performing planned and unscheduled maintenance</li> <li>• All proper maintenance entries via handheld tablet</li> <li>• COT&amp;S Overhauls</li> <li>• Engine, general, and coupler overhauls</li> <li>• Traction Motor and Gearbox overhauls</li> <li>• Suspension Elastomer repair and replacement</li> <li>• Electronic troubleshooting and repair</li> <li>• Fueling, cleaning and general upkeep of vehicles and shop areas</li> </ul>
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### *DBE and Subcontracted Services*

In order to provide comprehensive maintenance, we have appointed two DBEs to support cleaning and security activities. Details and responsibilities for these roles are provided below.

### OMF/Vehicle Cleaners

<b>Full-time / Part-time</b>	Subcontracted
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Maintenance & Quality Manager, Brian Carroll
<b>Direct Reports</b>	N/A
<b>Responsibilities</b>	Performs all daily and heavy cleaning activities on the DCTA DMU fleet Responsible for cleaning of OMF facilities including shop and welfare areas.

### Contract Security Patrols

<b>Full-time / Part-time</b>	Subcontracted
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Manager of Operations, Safety & Training
<b>Direct Reports</b>	N/A

### Contract Security Patrols

<b>Responsibilities</b>	<p>To augment security for the OMF facility and property.</p> <p>Roving security to inspect fenced areas and perimeter for damage, destruction or otherwise improper trespassing of the OMF facility.</p> <p>Provide security to eliminate vandalism to DMU vehicles and property during non-operating hours.</p>
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## Maintenance of Way, Signals, Communications and PTC

This division will be led by First's MOW Manager, who will manage both RGPC's MOW responsibilities and CTC's signaling, communications and PTC activities.

### Track Inspector

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Manager of MOW/ROW (Onsite), Ricky Waynes
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>Inspecting approximately 22 miles of track twice per week, with at least one day separating inspections, in adherence to FRA regulations.</li> <li>Requesting track time through the dispatchers who will liaise with train operations.</li> <li>Assisting MOW Manager with scheduling of routine and non-routine maintenance through communication with DCTA dispatch</li> <li>Completing daily records of track inspections and logging information into the portal.</li> <li>Walking and inspecting each turnout and High Risk Asset at least once a week.</li> </ul>

### Groundskeeping Foreman

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Manager of MOW/ROW (Onsite), Ricky Waynes
<b>Direct Reports</b>	Groundskeeping Laborer

### Groundskeeping Foreman

<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>Monitoring and managing the grounds keeping crew (Operator x1; Laborer x2) on a daily basis to maintain and repair any defects denoted on the inspection reports.</li> <li>Writing up and submitting all repairs to the MOW Manager so that it can be documented when repairs are made.</li> <li>Maintaining 22 miles of track, the ROW, and building and structures maintenance, in addition to any approved capital projects determined by DCTA and First each year.</li> </ul>
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### Groundskeeping laborers

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Groundskeeping Crew Foreman
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	Groundskeeping Crew will be responsible for mowing, weedeating, litter control, graffiti remediation, station sweeping, station trash removal, station inspection reporting, and any other activity that may arise as part of Right of Way maintenance.

### Track Crew Foreman

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Manager of MOW/ROW (Onsite), Ricky Waynes
<b>Direct Reports</b>	Equipment Operator Track Crew Laborer

### Track Crew Foreman

<b>Responsibilities</b>	Our MOW Manager and Track Crew Foremen will designate tasks for the day based on the most efficient distribution of manpower. The Equipment Operator will break away from crew to perform rail brushing during non-revenue hours. The Track Crew will be on call in the event of emergency. This crew will additionally be responsible for miscellaneous right of way (ROW) activities which will consist of monitoring and supporting all subcontracted ROW activities and accompanying any and all outside personnel who are approved and want to approach the ROW.
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### Equipment Operator

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Track Crew Foreman
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	The Equipment Operator will break away from crew to perform rail brushing during non-revenue hours. The Track Crew will be on call in the event of emergency. This crew will additionally be responsible for miscellaneous right of way (ROW) activities which will consist of monitoring and supporting all subcontracted ROW activities and accompanying any and all outside personnel who are approved and want to approach the ROW.

### Track Crew Laborer (2)

<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Track Crew Foreman
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	Track Crew Laborer/ Flagmen will be responsible for maintaining the safety of all crew while operating inside the ROW. They are versatile and will be positioned, as required, to properly protect crew based on curvature and blind spots in the track. These employees are entry level laborers.

Systems and Safety Manager (CTC)	
Full-time / Part-time	Full-time
Onsite / Offsite	50% Onsite (local)
Supervisor	Manager of MOW/ROW (Onsite), Ricky Waynes
Direct Reports	Systems Technician Systems Maintainer (2) Relief Systems Maintainer
Responsibilities	<ul style="list-style-type: none"> <li>• Plan signal work assignments, manage materials and schedule signal maintenance projects</li> <li>• Provide technical support to systems maintainers/technicians</li> <li>• Investigate accidents and issue restorative work orders</li> <li>• Manage records of all tests, inspections, and repairs performed and ensure all company, state and federal regulation compliance. Maintain FCC and FRA records, log books and service records</li> <li>• Supervise installation of signaling equipment and highway traffic control devices according to layout plans and/or FRA regulations</li> <li>• Oversee communications, signal maintenance and PTC activities</li> <li>• Develop signal maintenance plans, standards, procedures, and training necessary for mobilization, start-up, and revenue operation</li> <li>• Ensure adequate planning for future maintenance activities and appropriate resource allocation to support construction activities</li> <li>• Ensure that the PTC systems is in compliance with the Federal Railroad Administration, Title 49, CFR Part 236</li> <li>• Test and control documentation for the PTC system</li> <li>• Develop and provide training for ongoing maintenance of system</li> <li>• Train Signals &amp; Communication personnel to operate and maintain PTC equipment complying with FRA regulations and standard industry practice</li> <li>• Manage, coordinate, review and evaluate the work of technicians</li> <li>• Oversee service, assembly, installation, testing, adjustment, maintenance and repair of the radio equipment, Wireless Mesh network, fiber optic networks, communications bunkers, CCTV, PA, and telephone systems</li> <li>• Ensure all repairs, programs and equipment are current with Federal, State, County and DCTA regulations</li> <li>• Develop short and long range communication plans in accordance with assessed needs and in compliance with FCC, FRA, and DCTA</li> </ul>

Systems Technician (CTC)	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Systems and Safety Manager
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Maintain signaling and traffic control devices</li> <li>• Analyze operational malfunctioning with testing devices to locate, diagnose, and ascertain repair needs</li> <li>• Plan signal work assignments, manage materials and schedule signal maintenance projects</li> <li>• Provide technical assistance and training for systems maintainers and technicians</li> <li>• Investigate accidents and issue restorative work orders</li> <li>• Assemble, install, test, adjust, maintain and repair the radio equipment, Wireless Mesh network, fiber optic networks, communications bunkers, CCTV, PA, and telephone systems</li> </ul>

Systems Maintainer (CTC) (2)	
<b>Full-time / Part-time</b>	Full-time
<b>Onsite / Offsite</b>	Onsite
<b>Supervisor</b>	Systems and Safety Manager
<b>Direct Reports</b>	n/a
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Maintain signaling and traffic control devices</li> <li>• Analyze operational malfunctioning with testing devices to locate, diagnose, and ascertain repair needs</li> <li>• Assemble, install, test, adjust, maintain and repair the radio equipment, Wireless Mesh network, fiber optic networks, communications bunkers, CCTV, PA, and telephone systems</li> </ul>

Relief Systems Maintainer (CTC)	
Full-time / Part-time	Full-time
Onsite / Offsite	Onsite (DFW area local (Carrollton), Maintainer on Fort Worth and Western (FWWR))
Supervisor	Systems and Safety Manager
Direct Reports	N/A
Responsibilities	<ul style="list-style-type: none"> <li>• Maintain signaling and traffic control devices</li> <li>• Analyze operational malfunctioning with testing devices to locate, diagnose, and ascertain repair needs</li> <li>• Assemble, install, test, adjust, maintain and repair the radio equipment, Wireless Mesh network, fiber optic networks, communications bunkers, CCTV, PA, and telephone systems</li> </ul>

## Corporate Resources

As identified in Tab A, and highlighted in the organizational chart, various corporate resources will be leveraged, to provide DCTA will full support services. These include:

- Senior Rail Contract Oversight
- Mobilization Support
- Human Resource Support
- Training
- Procurement
- Accounting
- Information Technology
- Insurance Management



## Employee Recruitment

Last year 2.4 billion passengers relied on First to get to work, school, and visit family and friends – safely. This would not have been possible without our dedicated and committed workforce of 110,000 employees. Each member of our staff is selected based on First's detailed job descriptions, candidate suitability for the role, and our company's extensive experience in recruitment, hiring and training.



First has widespread experience in hiring and training thousands of employees across all grades and disciplines, from station cleaner to executive levels. Our training and certification programs ensure we have high retention, low turnover, and low absenteeism to provide quality services to both our clients and our transit passengers.

For DCTA, First will provide a comprehensive program for hiring that forecasts turnover and commences a planned program of recruitment to mitigate any vacancies.

### *The Benefits of Being Part of First*

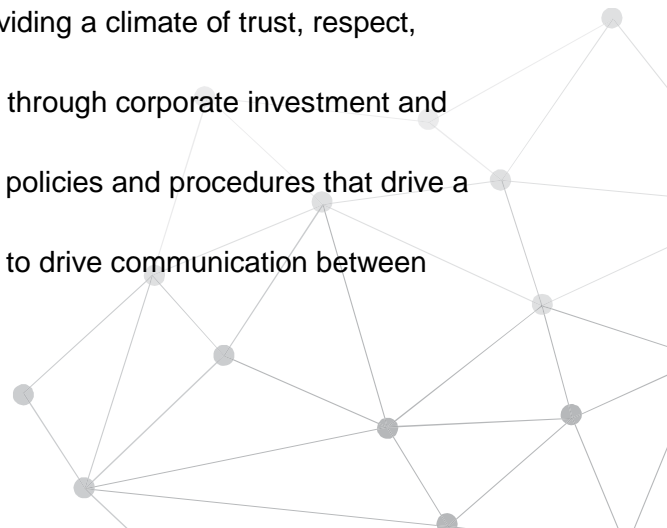
- **Reputation as Good Employer** – Our employees enjoy working for us, as demonstrated through the many awards we receive each year. This is further strengthened through the positive feedback received from our regular staff surveys. Our reputation as a good employer is secured through offering excellent employee benefits and packages, allowing us to attract and retain the best staff.
- **Tried and Tested Recruitment and Training Approach** – Through applying our recruitment and training approach across our hundreds of international transportation contracts, we have mastered a comprehensive and rigorous set of techniques to ensure optimal hiring and training.

### *First's Staffing Approach*

First follows a tried and tested path for becoming and remaining an industry leader across all our operations, modes and locations. This philosophy involves applying our core values – dedicated to safety; committed to the customers; supportive of each other; accountable for performance; and setting the highest standards. Next, we hire enthusiastic and experienced professionals who identify with our core values. Then, we train these individuals to integrate our values into their day-to-day responsibilities. And finally, we encourage them to combine their individual potential with the strength of our proposed team to accomplish outstanding results for our customers – both our client and their passengers. We have a solid set of employment principles that drive our human resources initiatives in each of our businesses.

These principles include:

- Empowering our employees as professionals by providing a climate of trust, respect, integrity and honesty
- Demonstrating an unwavering commitment to safety through corporate investment and leading-edge technology
- Consistently training employees at all levels through policies and procedures that drive a Safety-First culture
- Encouraging an open-door management philosophy to drive communication between staff and management





- Recognizing the need for employees to maintain a comfortable balance between work, family, and community
- Providing employees with the essential training and feedback to perform each job to both our and our client's high standards
- Providing all employees with a fair and competitive compensation and benefits plan
- Providing employees with career growth and advancement opportunities

With the support and encouragement we offer all of our employees, First successfully creates workplaces that demand and reward exceptional professionalism and service. We build trusting relationships between management, staff, and customers.

## Business Performance – Staff Measures

In monitoring the performance, competence, and capability of our employees, we use a Performance & Development approach to ensure ongoing feedback, assessment of behaviors, objective setting and continuous development for all employees. This process works on an annual business planning cycle with SMART (Specific, Measurable, Achievable, Relevant, Time-Bound) objectives that support our Key Strategic Objectives (KSOs), behaviors, and specific role requirements.

Our managers are the key enablers of this approach and receive comprehensive training to ensure effective conversations through our leadership programs and training modules. A competency management system also assesses safety-critical competence and capability for frontline roles.

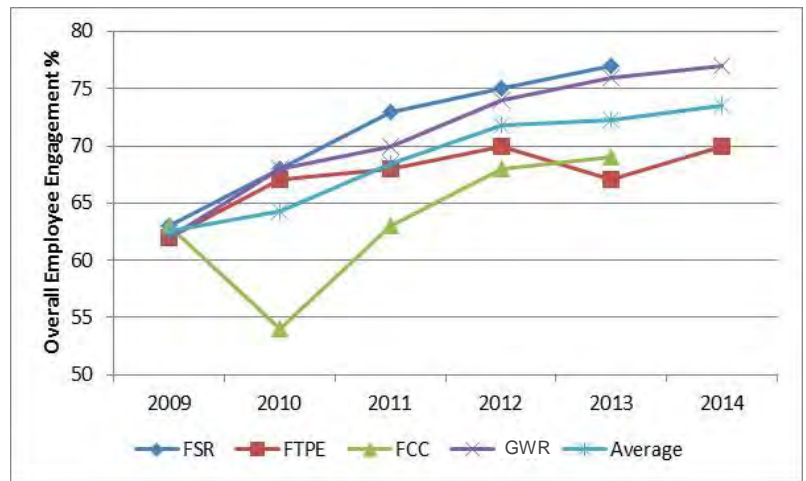
Each of our rail companies, Senior Managers and their Executive teams determine plans for staff development from a capability and competency perspective.

These plans ensure responsiveness to the day-to-day 'core' operational requirements and also cater to wider 'one-off' changes. The 'one-off' changes include:

- Facilitating the transfer of activities between employers (a process that has already commenced in our rail operations in relation to dealing with new technologies)
- Changes in employment legislation
- Customer training for major events e.g. support for Olympic Games transportation requirement delivery (FCC and GWR in 2012)
- Resource demands from major capacity initiatives



The strategy for each rail operation is regularly reviewed by our Rail Division Senior Management team and Corporate HR team to confirm competency and capability priorities, as well as the allocation of Group resources to accelerate delivery and aid knowledge transfer. Our annual 'Your Voice' surveys demonstrate success in driving up employee engagement (see chart), with benchmarking undertaken between our individual rail operations and comparable world class organizations.



## 2. Reference Properties and Contacts

*Please list reference properties and contacts. This may serve as the properties that DCTA may visit when verifying and evaluating a company's performance.*

This section highlights our team's relevant experience in providing the scope of work for this project. Various properties and contact details are highlighted, summarizing our team's experience.

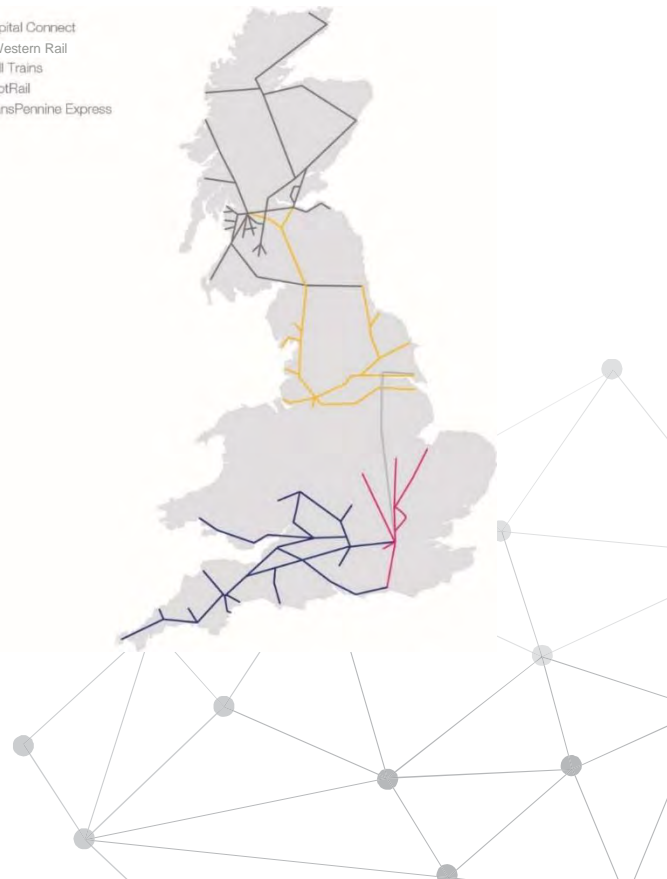
### Commuter Rail Operations

First is an award-winning major rail operator with over 20 years' experience. All of First's rail businesses involve extensive commuter operations.

In 2014/15 we operated over 17,500 trains (rail services) per week, transporting over a quarter of a billion passengers and serving over 400 stations. Many features of our current operations are directly comparable to the DCTA A-train service, which are highlighted in the contract profiles below.

#### First Current and Recently operated intercity commuter rail operations

- First Capital Connect
- Great Western Rail
- First Hull Trains
- First ScotRail
- First TransPennine Express



In all of our operations, we ensure we provide highly experienced, qualified and professional management personnel to manage the services to deliver the objectives of our clients. First has an exemplary safety record in all of our rail operations, delivering rail operations in compliance with regulations that are very similar to that of the United States, industry standards, policies and procedures. With over 100,000 employees, First has proven processes and procedures to provide our clients with the most qualified, skilled, and trained staff, no matter the employee's occupation.

Our rail experience provides unparalleled expertise to support DCTA and provide exceptional rail operations to you, your passengers, and the communities you serve. The key facts and contract information on each rail project demonstrate our extensive background to support DCTA operations, maintenance and dispatch services. First has a proven history in successful rail services across a range of passenger rail operations. **We have grown passenger numbers by 70 million since 2006/07 through proactively improving the customer experience, expanding the network, and investing in improving the service.** Across all our operations, we work in partnership with leading industry partners and local stakeholders to provide better rail services, keep people moving and communities prospering.

## Great Western Railway

### OVERVIEW

One of the UK's largest and most complex rail networks, GWR provides commuter, high speed, sleeper and regional services connecting London with major cities and towns throughout southern England and Wales. GWR is one of the largest operators of DMU commuter rail services in the UK. Many of GWR's branch lines include single track working with passing loops.



<b>Contract value</b>	Approximately \$1.644.45m (£1,068m) annually (2013/14)		
<b>Commencement year</b>	1998	<b>Completion date</b>	Estimated 2019
<b>Route length</b>	1,248 miles	<b>Stations served</b>	270
<b>No. of staff</b>	5,900	<b>No. of vehicles</b>	936

<b>Annual ridership</b>	106m	<b>Vehicle types</b>	Loco hauled sets of up to eight carriages, plus a substantial fleet of one, two, three and five car DMU operations
<b>Weekly services</b>	9,500	<b>Website</b>	<a href="http://www.gwr.com">www.gwr.com</a>
<b>Reference</b>			
<b>Name</b>	Jane Cornthwaite		
<b>Address</b>	Rail Contracts Division, Department for Transport, Great Minster House, 33 Horseferry Road, London SW1P 4DR		
<b>Telephone</b>	+44(0)207 944 5107		
<b>Email</b>	Jane.cornthwaite@dft.gsi.gov.uk		

## RELEVANT HIGHLIGHTS

**Day to day operations:** One of the UK's largest and most prestigious rail operations, GWR serves huge numbers of commuters, business users and leisure customers every day. Our fleet of DMU's is substantial, with a fleet far in excess of those operated by traditional US rail providers.

**Special events:** GWR serves a number of major events including the world famous Glastonbury Music Festival, a five-day music festival that takes place in Somerset, and carries approximately 2,000 passengers per day.

**Major projects:** GWR works closely with the right of way owner on capacity increases with track redoubling and has also overseen train introductions.

**Rolling stock maintenance facilities:** First operates and maintains a number of maintenance facilities, including Reading Yard, the newest major DMU facility with state-of-the-art procedures. Some of our facilities are capable of undertaking replacement of wheel sets and trucks at overhaul.



## EXAMPLE ROUTE WITH SIMILARITIES TO A-TRAIN

As an example, GWR's Atlantic Coast Line has a number of similarities with DCTA's A-train.



	DCTA's A-train	GWR's Atlantic Coast Line
Length	21 miles of track	21 miles of track
Stations	6 stations	GWR manages, maintains and operates services to 7 stations along the Atlantic Coast Line
Rolling Stock	Stadler DMUs	A variety of diesel trains operate along the Atlantic Coast Line, predominantly Class 150 Sprinters (2-car DMUs) and Class 153 Super Sprinters (1-car DMUs).
Maximum Operating Speed	55mph	50mph
Shared Usage with Freight	Freight operations take place at night, outside the hours of passenger services. Freight trains do not run the full length of the line, but serve intermediate sidings.	Freight trains do not run the full length of the line, but serve intermediate sidings.

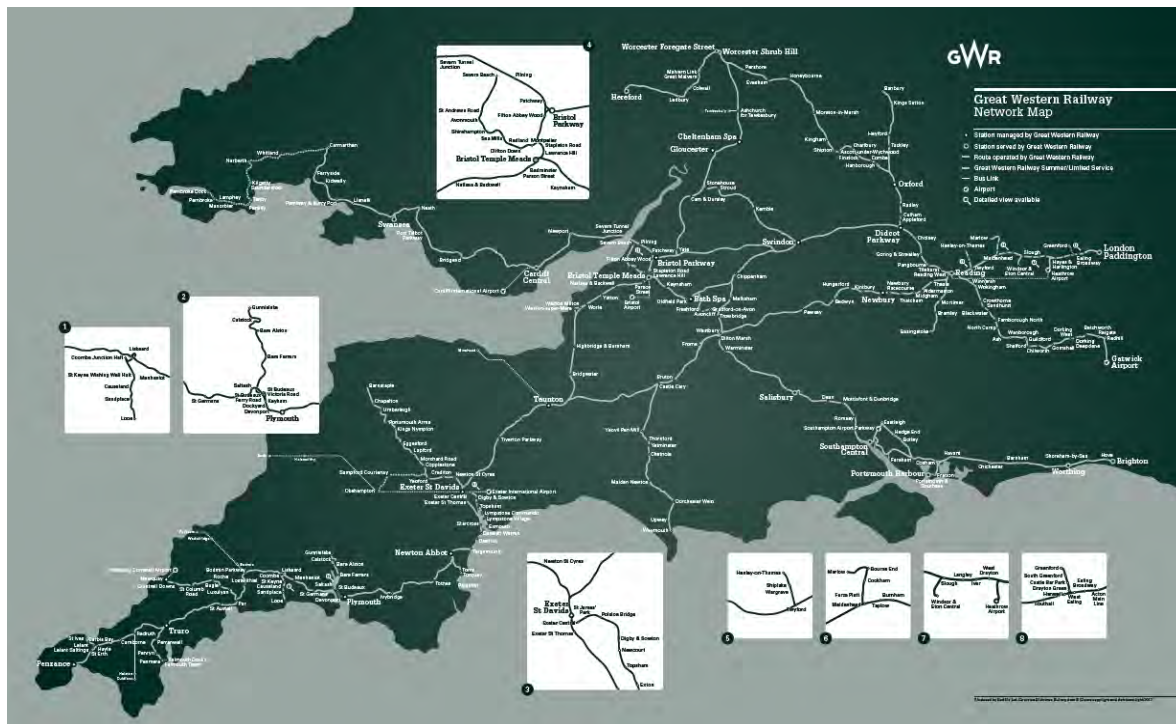


Despite being older, the DMUs on GWR's Atlantic Coast Line have similar characteristics to DCTA's A-train rolling stock, including:

- Similar sized Cummins engines
- Air braked
- Mechanical transmission
- Driven from cabs at either end of the unit
- Units are capable of multiplying up
- Units use a similar automatic coupler
- Powered doors

## THE FUTURE

Last year, First was confirmed as operator of this contract through April 2019. We will bring our experience of managing the route over many years to ensure the successful delivery of the \$10.6 billion Great Western Mainline modernization program. This is a major program of infrastructure upgrades on the network, during which we are introducing new or refurbished trains on every part of the network. This program will provide additional and more frequent services, reduced journey times and more seats, particularly on key commuter routes.



## TransPennine Express

### OVERVIEW

TransPennine Express (TPE) provides vital commuter connections between key cities in the North of England and Scotland. First played a pivotal role in amalgamating various smaller rail operations to form one coherent unit; the TransPennine Express franchise. TPE operates a DMU interurban commuter and regional rail service in and out of the major cities across the North of England. TPE has gone from success to success and the size of its operations continue to grow and exceed in performance. TPE currently holds the highly-acclaimed title of European Intercity Rail Operator.



<b>Contract value</b>	Approx. \$386.5m annually (2014/15)		
<b>Commencement year</b>	2003	<b>Completion date</b>	Estimated 2023
<b>Route length</b>	812 miles	<b>Stations served</b>	95
<b>No. of staff</b>	1,200	<b>No. of vehicles</b>	115
<b>Annual ridership</b>	29.1m	<b>Vehicle types</b>	Diesel fleet (153 x Class 185 vehicles, 8 x Class 170 vehicles, 14 x Class 156 vehicles) and electric fleet (40 x Class 350 vehicles).
<b>Weekly services</b>	2,100	<b>Website</b>	<a href="http://www.tpexpress.co.uk">www.tpexpress.co.uk</a>
<b>Reference</b>			
<b>Name</b>	Paul Seller (Deputy Director, North & Midlands)		
<b>Address</b>	Rail Contracts Division, Department for Transport, Great Minster House, 33 Horseferry Road, London SW10 4DR		
<b>Telephone</b>	+44 (0)207 282 2092		
<b>Email</b>	<a href="mailto:paul.seller@dft.gsi.gov.uk">paul.seller@dft.gsi.gov.uk</a>		

## RELEVANT HIGHLIGHTS

**Growth:** TPE has delivered the strongest revenue and passenger growth within the UK rail market. Over the last five years, First has achieved over 56% passenger revenue growth through outstanding commercial and business development, significantly exceeding client expectations. While not a requirement of the RFP, First will work cooperatively with DCTA to share the benefits of our experience, where appropriate, to help identify and support future opportunities to achieve continuous service improvement.

**Working with ROW owner:** TPE works closely with the right of way owner to develop an improved service and to ensure a safe and reliable journey for its passengers.

**Introducing rolling stock:** With significant growth during First's tenure of the franchise, First has overseen the introduction and maintenance of a new fleet of Siemens Desiro trains.



## EXAMPLE ROUTE WITH SIMILARITIES TO DCTA'S A-TRAIN

TPE's Oxenholme/Windermere route operates in the North West of England, and offers a number of similarities with DCTA's A-train operation:

	DCTA's A-train	TPE's Oxenholme/Windermere route
Length	21 miles of track	10 miles
Stations	6 stations	5 stations
Rolling Stock	Stadler DMUs	Class 185 DMUs)
Maximum Operating Speed	55mph	60mph



Class 185 DMUs have similar characteristics to DCTA's A-train rolling stock, including:

- Similar sized Cummins engines
- Air braked
- Mechanical transmission
- Driven from cabs at either end of the unit
- Units are capable of multiplying up
- Units use a similar automatic coupler
- Powered doors
- Air conditioning

## THE FUTURE

We have successfully retained the TransPennine Express franchise, based on our winning proposal to deliver significant improvements for customers and value for the taxpayer. We will continue to successfully operate this contract through to 2023.

## First Hull Trains

### OVERVIEW

First Hull Trains (FHT) is an intercity passenger rail service with a dedicated fleet of modern DMUs, connecting Northern England to London. This is a privately-operated and funded, fully commercial service, so we have complete responsibility for determining the optimum service frequency. As a result of having full flexibility to provide what our customers want, Hull Trains achieves the highest level of customer satisfaction in the UK out of all rail operators at 96%. In October 2015, Hull Trains won the highly-coveted title of UK Rail Operator of the Year award.



<b>Contract value</b>	Approximately \$37.2m annually (2014/15)		
<b>Commencement year</b>	2000	<b>Completion date</b>	Estimated 2029
<b>Route length</b>	205.25 miles	<b>Stations served</b>	9
<b>No. of staff</b>	96	<b>No. of vehicles</b>	4
<b>Annual ridership</b>	0.8m	<b>Vehicle types</b>	Class 180 DMUs
<b>Weekly services</b>	90	<b>Website</b>	<a href="http://www.hulltrains.co.uk">www.hulltrains.co.uk</a>

Reference	
Name	Ian Williams (Track Access Manager)
Address	Office of Rail and Road, One Kemble Street, London, WC2B 4AN
Telephone	+44(0)207 282 2092
Email	ian.williams@orr.gsi.gov.uk

## RELEVANT HIGHLIGHTS

**DMU Expertise:** First Hull Trains operates a small fleet of 4 Alstom 5 car Class 180 DMUs. Similar to A-train DMUs, these are diesel powered with Cummins engines driving the wheelsets through a mechanical transmission, and have air conditioning and powered doors. On any day, 3 units are utilized to provide the service with only one unit to provide spare and maintenance cover. The team at FHT have become extremely skilled in managing the fleet maintenance schedule to ensure that the daily availability requirements are achieved ensuring that a full passenger service is provided whilst ensuring that all maintenance is completed in accordance with the maintenance plan or deferring any planned preventative maintenance. They have become so skillful at managing the maintenance schedule that on occasions for special events (for example major sporting events) they have been able to put all four units into service without impacting on other day's operations or the maintenance schedule.

**Growth:** Since we started services in 2000, First Hull Trains has filled a vital gap in the market, transporting more than 800,000 people annually – a ten-fold increase since inception. Since 2009/10 Hull has achieved revenue growth of over 25% – while achieving record high customer satisfaction.

**Customer satisfaction:** Hull Trains consistently has the highest levels of passenger satisfaction at 96% – compared to a national average score for other operators of just 80%.

Where appropriate, our experiences in delivering growth while achieving record customer satisfaction levels will be brought to DCTA.



## London Trams

### OVERVIEW

We have continually operated the London Trams light rail commuter network on behalf of Transport for London since its planning and introduction in 2000. It continues to see strong patronage growth. First is fully responsible for dispatching across this network with over 30 vehicles, operating frequent services carrying nearly 100,000 passengers every day. Its complex operations include a number of single track sections all managed by a single control center. This is the only light rail network in London that operates with a mix of on-street and segregated running. Originally a Public Private Partnership with an operating concession of 30 years, First has been heavily involved from its inception, design, planning and construction through to continued successful operation.



<b>Contract value</b>	Approx. \$21m annually (2014/15)		
<b>Commencement year</b>	1998	<b>Completion date</b>	Estimated 2030
<b>Route length</b>	17 miles	<b>Stations served</b>	39
<b>No. of staff</b>	210	<b>No. of vehicles</b>	34
<b>Annual ridership</b>	31m	<b>Vehicle types</b>	24 x Bombardier CR4000 (3-car), 10 x Stadler Variobahn (5-car)
<b>Weekly services</b>	5,819	<b>Website</b>	<a href="http://www.tfl.gov.uk/modes/trams/">www.tfl.gov.uk/modes/trams/</a>
<b>Reference</b>			
<b>Name</b>	Rory O'Neill (Director)		
<b>Address</b>	Transport for London, 14 Pier Walk, London SE10 0ES		
<b>Telephone</b>	+44(0)203 054 3650		
<b>Email</b>	sharonthompson@tfl.gov.uk		



## RELEVANT HIGHLIGHTS

**Growth:** First has worked closely with Transport for London and has increased passenger numbers from 13m at the start of operations to over 31 million annual passengers.

**Fleet:** London Trams includes a fleet of ten Stadler vehicles.

**Multitasking:** TOL has a total of 210 employees, 90% of which are fully qualified drivers.

## Recently Operated Services

In addition to the above First has successful recent experience of operating two other major rail contracts. This includes an additional reference Transit Authority: Transport Scotland, as well as a further operation undertaken on behalf of the UK's Department for Transport

## FIRST SCOTRAIL

### Overview

First ScotRail (FSR) operated commuter, intercity, sleeper and regional services, consisting of 97% of Scotland's passenger rail services. FSR operated all services on the Glasgow commuter rail network, the UK's second biggest after London, in addition to operating a diverse range of services across the rest of Scotland. Much of the FSR operation used DMU vehicles, including operating significant DMU services in and out of Edinburgh and other major cities. A number of routes included lengthy single track working with passing loops.








<b>Contract value</b>	Approx. \$967m annually (2014/15)		
<b>Commencement year</b>	2004	<b>Completion date</b>	2015
<b>Route length</b>	1,884 miles	<b>Stations served</b>	346
<b>No. of staff</b>	4,750	<b>No. of vehicles</b>	311
<b>Annual ridership</b>	78.3m	<b>Vehicle types</b>	DMU vehicles
<b>Weekly services</b>	16,000	<b>Website</b>	www.scotrail.co.uk
<b>Reference</b>			
<b>Name</b>	Andrew Mackie (Franchise Contract Manager)		
<b>Address</b>	Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HR		
<b>Telephone</b>	+44(0)141 272 7466		
<b>Email</b>	andrew.mackie@transportscotland.gsi.gov.uk		



## Relevant Highlights

**DMU Expertise:** As highlighted in the table below, First managed, maintained and operated a fleet of over 150 DMUs, many of which were similar to those operated on the A-train. Lessons learned and best practice from this experience will be leveraged in providing services for DCTA.

Class	Image	Top speed		Number	Built
		mph	km/h		
Class 156 Super Sprinter		75	120	48	1987-1989
Class 158 Express Sprinter		90	145	48	1989-1992
Class 170 Turbostar		100	161	59	1998-2005

**Growth:** We successfully operated the franchise for 11 years until March 2015, during which time we grew patronage by 43%, while achieving a 111% increase in revenues, coupled with a professional and positive relationship with the client Transport Scotland.

**Awards:** This growth resulted in FSR being awarded UK Rail Business of the Year in 2013 (before passing the accolade to First Great Western in 2014 and to Hull Trains in 2015).

**Increasing capacity:** FSR worked closely with its client and the right of way owner on new route openings and overseeing capacity increases through train introductions.

**Major events:** FSR also served a number of major events including the Edinburgh Fringe, Glasgow Commonwealth Games and the annual “T in the Park” music festival.



## FIRST CAPITAL CONNECT

### Overview

First Capital Connect (FCC) operated highly complex commuter and regional rail services in and out of London, including electric multiple unit fleet and a number of sub-surface underground stations. The complexity of this London commuter network is visualized in the route map on the following page.

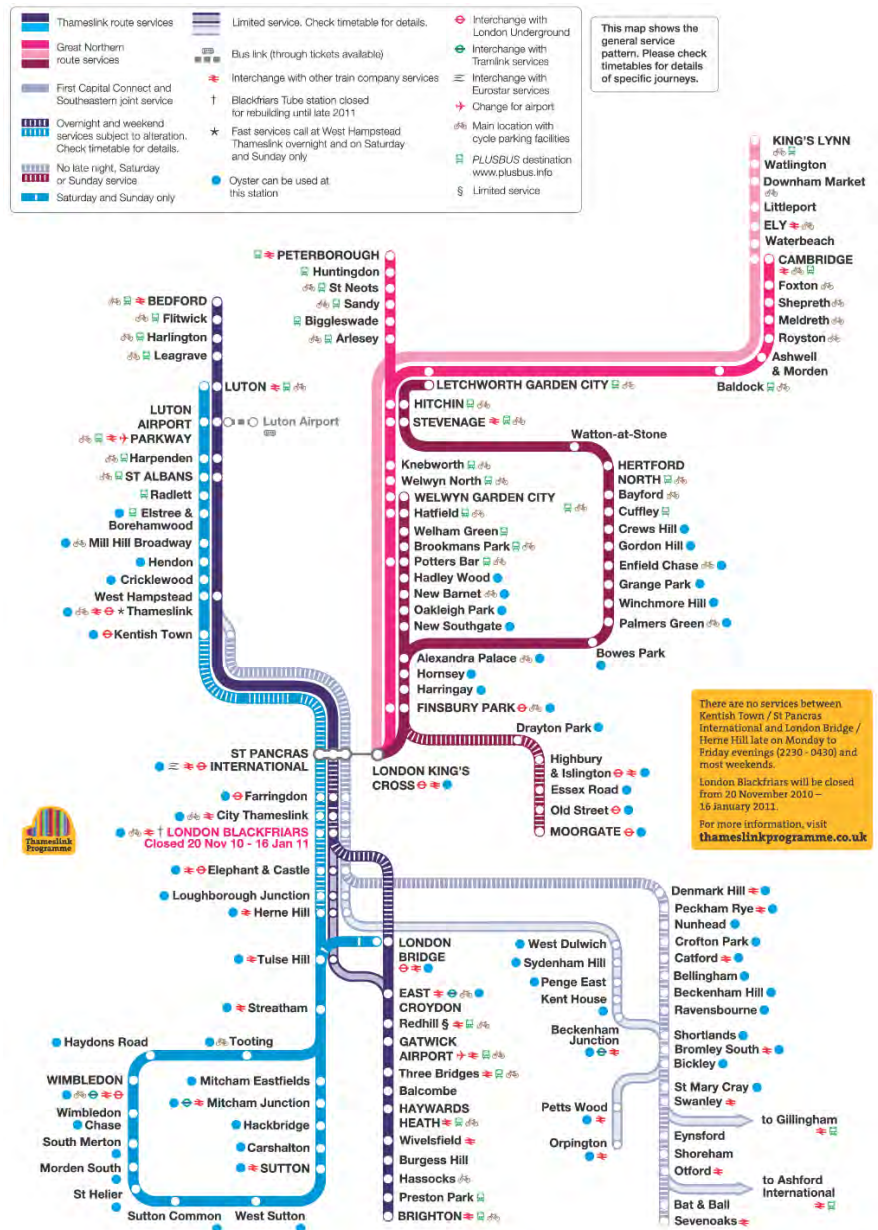


<b>Contract value</b>	Approximately \$400m annually (2014/15)		
<b>Commencement year</b>	2006	<b>Completion date</b>	2014
<b>Route length</b>	484 miles	<b>Stations served</b>	73
<b>Number of staff</b>	2,500	<b>Number of vehicles</b>	787
<b>Annual ridership</b>	96m	<b>Vehicle types</b>	Electric multiple unit fleet
<b>Weekly services</b>	8,810	<b>Website</b>	<a href="http://www.thameslinkrailway.com">www.thameslinkrailway.com</a>
<b>Reference</b>			
<b>Name</b>	References can be obtained upon request		
<b>Address</b>	Rail Contracts Division, Department for Transport, Great Minster House, 33 Horseferry Road, London SW10 4DR		

## Relevant Highlights

**Major projects:** FCC worked closely with the right of way owner on some of the UK's most complex infrastructure projects.

**Increase capacity:** To avoid severe commuter crowding and enable notable passenger growth, First worked with its client to increase the capacity of our FCC service by offering 5,000 additional seats. This was achieved through working with our client, train leasing companies and the right of way owner to deliver a combination of timetable changes, rolling stock upgrades and introduction and enabling infrastructure works while ensuring that the workforce was in place to operate the new capacity.





## Maintenance of Way Experience

As highlighted throughout our bid response, RGPC is highly capable and qualified in providing a full range of MOW activities. Three properties are summarized below, highlighting our relevant experience working on similar projects to DCTA's MOW requirements for A-train.

### *Idaho, Northern & Pacific Railroad Company (INPR)*

The INPR is a short line railroad in Western Idaho and Eastern Oregon that moves commodities such as lumber and fertilizer. RGPC acquired the INPR from the Union Pacific in 1993 to serve as the operator and perform all MOW activities.

<b>Contract Dates</b>	1993 to Present		
<b>Route length</b>	122.1 miles	<b>ROW Maintained</b>	1480 acres
<b>No. of staff</b>	13	<b>No. of Bridges</b>	59
<b>Annual Carloads</b>	3,100	<b>No. of Turnouts</b>	97
<b>Class of Track</b>	Class II	<b>Number of Grade Crossings</b>	192
<b>Reference</b>			
<b>Name</b>	Linda Iverson-General Manager		
<b>Address</b>	119 N. Commercial Avenue, Emmett, Idaho 83617		
<b>Telephone</b>	208-365-6353		
<b>Email</b>	lli@rgpc.com		

## RELEVANT HIGHLIGHTS

RGPC successfully provided the corporate oversight to make the INPR a successful company for the last 23 years. From assisting with staffing an efficient core group of MOW employees, to managing capital upgrade projects, RGPC is thoroughly engrained in the INPR operation. On a daily basis, RGPC works with INPR to develop purchase orders, order material, communicate with state and local entities and ensure FRA compliance.

In recent years, the INPR has engaged in multiple cross tie replacement projects, road crossing upgrades, bridge repair and modification to increase the safe load capacity of the INPR. In 2015, the INPR was also selected to receive the prestigious Jake Safety Award from the American Short Line Railroad Association. The INPR prides itself on providing a safe and efficient ROW for the operation of trains.



## Nebraska Central Railroad Company (NCRC)

The NCRC is a short line railroad company in central Nebraska that moves commodities such as grain, ethanol and steel products. RGPC acquired the NCRC from the Union Pacific to become the operator and handle all MOW activities.

<b>Contract Dates</b>	1993 to Present		
<b>Route length</b>	254.4 miles	<b>ROW Maintained</b>	3090 acres
<b>No. of staff</b>	92	<b>No. of Bridges</b>	194
<b>Average Annual Carloads</b>	63,000	<b>No. of Turnouts</b>	168
<b>Class of Track</b>	Class II	<b>Number of Grade Crossings</b>	508

Reference	
Name	Tres Meyer, Chief Operating Officer
Address	6100 Southwest Blvd., Suite 320, Fort Worth, TX 76109
Telephone	402-860-3942
Email	tmeyer@rgpc.com

## RELEVANT HIGHLIGHTS

RGPC successfully provided the corporate oversight to make the NCRC a profitable company for the last 23 years. From assisting with staffing an efficient core group of MOW employees, to managing capital upgrade projects, RGPC is thoroughly engrained in the NCRC operation. On a daily basis, RGPC works with NCRC to develop purchase orders, order material, communicate with state and local entities and ensure FRA compliance.

In the past five (5) years, RGPC has managed a capital upgrade program that included the following:



- Over 175,000 cross ties installed
- Over 700 ft. of new bridge construction
- Made preventative maintenance repairs on over 150 different bridges to maintain a safe and reliable railroad
- Relayed over five (5) miles of rail

In addition to these projects, the NCRC has engaged in multiple road crossing projects, working with Nebraska Department of Roads (NDOR). NCRC has also made all necessary preventative maintenance repairs to continue operations at a safe and efficient rate.

## New Orleans & Gulf Coast Railway Company (NOGC)

The NOGC is a short line railroad company in southeast Louisiana that moves commodities such as grain, chemicals and petroleum products. RGPC acquired the NOGC from the Union Pacific to become the operator and handle all MOW activities.

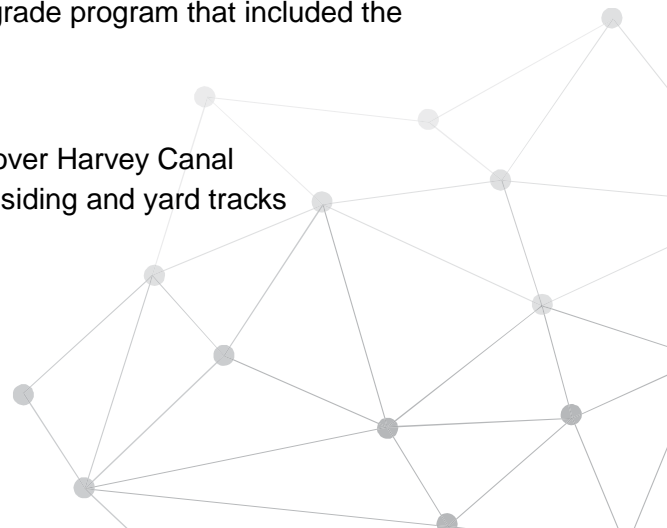
<b>Contract Dates</b>	1999 to present		
<b>Route length</b>	32 miles	<b>ROW Maintained</b>	350 acres
<b>No. of staff</b>	34	<b>No. of Bridges</b>	7
<b>Average Annual carloads</b>	16,000	<b>No. of Turnouts</b>	78
<b>Class of Track</b>	Class II	<b>Number of Grade Crossings</b>	285
<b>Reference</b>			
<b>Name</b>	Scott Wollack, General Manager		
<b>Address</b>	9387 Highway 23, Belle Chasse, LA 70037		
<b>Telephone</b>	504-391-3167		
<b>Email</b>	swollack@rgpc.com		

## RELEVANT HIGHLIGHTS

RGPC successfully provided the corporate oversight to make the NOGC a profitable company for the last 17 years. From assisting with staffing an efficient core group of MOW employees, to managing capital upgrade projects, RGPC is thoroughly engrained within NOGC operations. On a daily basis, RGPC works with NOGC to develop purchase orders, order material, communicate with state and local entities and ensure FRA compliance.

In the past five (5) years, RGPC has managed a capital upgrade program that included the following:

- Over 35,000 cross ties installed
- Major rehabilitation of Rolling Bascule Draw Bridge over Harvey Canal
- Constructed approximately 14,500 track feet of new siding and yard tracks
- Highway-rail grade crossing signal improvements



In addition to these projects, the NOGC has performed various switch replacement, rail relay, and road crossing repair. RGPC and NOGC have worked with the Louisiana Department of Transportation & Development, Jefferson Parish and Plaquemines Parish to complete multiple road crossing surface replacement, highway expansions and new road crossing construction.



### *Wichita, Tillman & Jackson Railway Company (WTJR)*

The WTJR is a short line railroad company in north central Texas and southwestern Oklahoma that moves commodities such as grain, scrap metal and petroleum products. RGPC acquired the WTJR from the Union Pacific to become the operator and handles all MOW activities.

<b>Contract Dates</b>	1991 to Present		
<b>Route length</b>	77.8 miles	<b>ROW Maintained</b>	1050 acres
<b>No. of staff</b>	9	<b>No. of Bridges</b>	32
<b>Annual Carloads</b>	4,100	<b>No. of Turnouts</b>	64
<b>Class of Track</b>	Class II	<b>Number of Grade Crossings</b>	133
<b>Reference</b>			
<b>Name</b>	Scott Traylor, Executive Vice President		
<b>Address</b>	6100 Southwest Blvd., Suite 320, Fort Worth, TX 76109		



Telephone	817-737-5885
Email	Scott@rgpc.com

## RELEVANT HIGHLIGHTS

RGPC successfully provided the corporate oversight to make the WTJR a profitable company for the last 25 years. From assisting with staffing an efficient core group of MOW employees, to managing capital upgrade projects, RGPC is thoroughly engrained in the WTJR operation. On a daily basis, RGPC works with WTJR to develop purchase orders, order material, communicate with state and local entities and ensure FRA compliance.

In the past five (5) years, RGPC has managed a capital upgrade program that included the following:

- Over 50,000 cross ties installed
- Construction of five (5) replacement bridges
- Constructed approximately 7,000 track feet of new sidings and yard tracks
- Highway-rail grade crossing signal improvements

In addition to these projects, WTJR has upgraded multiple turnouts to larger weight rail and installed additional culverts to assist with drainage. RGPC and WTJR have worked with Oklahoma Department of Transportation, Texas Department of Transportation, Wichita County (Texas), Tillman County (Oklahoma), Jackson County (Oklahoma), as well as various cities to install new road crossing surfaces.



## Signals and Communications Experience

In addition to First reference sites, we have provided detail on reference sites for our subcontractor CTC, Inc. CTC has a proven track record in adhering to planning and design schedules within established engineering budgets. Below are three projects representative of the firm or that firm personnel have led. A more extensive list of some of our relevant projects can be found in the Appendices.

### *Denton County Transportation Authority (DCTA)*

CTC implements signal systems enhancements on DCTA's 21-mile commuter rail line, the A-train.

<b>Contract value</b>	\$868,568		
<b>Contract Dates</b>	Oct 2015 – Apr 2016		
<b>Route length</b>	21 miles	<b>Stations served</b>	8
<b>No. of staff</b>	24	<b>No. of vehicles</b>	11
<b>Annual ridership</b>	693,000	<b>Vehicle types</b>	Stadler DMU
<b>Weekly services</b>	Commuter rail and bus	<b>Website</b>	www.dcta.net
<b>Type of Signal System</b>	Centralized Traffic Control and Automatic Block System controlled by vital logic controllers	<b>Number of Grade Crossings</b>	43
<b>Reference</b>			
<b>Name</b>	Raymond Suarez, Chief Operating Officer		

### RELEVANT HIGHLIGHTS

CTC will implement a cloud-based Track Circuit Monitoring System (TCMS) for real-time alarming, interactive data analysis and historical trending data. The system employs IP-connected TCM units to detect and report track anomalies such as loss-of-shunt of degrading track conditions. Units will interface with wayside signal control equipment. The firm is responsible for complete signal design and engineering plans, including back office support, signal design, product design and CAD drawings.

## Fort Worth, Texas, Fort Worth & Western Railroad (FWWR)

Responsible for ongoing signal maintenance and signal construction projects for the FWWR. Over the course of the contract, CTC personnel have provided the original design, engineering and installation of more than 50 grade crossing warning systems across the FWWR system. CTC personnel designed the entire signal and communications system from the ground up and expanded it, as the railroad expanded operations from a 6-mile line to a total rail system of 276 miles, extending from Brownwood, Texas, through Fort Worth and terminating in Carrollton, Texas. Project implementation also included the design and installation of quiet zones at various locations on the railroad as well. Currently, CTC is the contract signal department for the railroad, maintaining all signals and grade crossing warning devices, along with providing monthly, quarterly, and annual FRA required inspections tests.

<b>Contract value</b>	\$1,852,181 (2013 – Present)		
<b>Contract Dates</b>	1995 - 2006; 2013 – Present		
<b>Route length</b>	276 miles	<b>Stations served</b>	N/A
<b>No. of staff</b>	85	<b>No. of vehicles</b>	28
<b>Annual ridership</b>	N/A (Freight)	<b>Vehicle types</b>	EMD. NRE
<b>Weekly services</b>	Freight only	<b>Website</b>	www.fwwr.net
<b>Type of Signal System</b>	None	<b>Number of Grade Crossings</b>	154
<b>Reference</b>			
<b>Name</b>	Kevin Erasmus, President		
<b>Telephone</b>	(817) 763-8297		
<b>Email</b>	Kevin.erasmus@fwwr.net		

## RELEVANT HIGHLIGHTS

CTC personnel were involved in planning, installation and implementation of the railroad expansion for the signal and communications system. Once the system was implemented, CTC personnel were responsible for ongoing maintenance to ensure safety and efficiency of the railroad. During implementation, CTC opted for a value engineering approach, considering public safety, railroad safety, reliability and cost. In many instances, replacing antiquated



warning systems with modern technology increased the safety and reliability of the FWWR. Additionally, all new systems installed were designed with redundancy to increase reliability.



### Trinity Railway Express (TRE)

TRE revenue service was expanded from Irving, Texas, to Fort Worth, Texas. Expansion of the route meant crossing over existing BNSF Railway's freight tracks, providing additional challenges to meet capacity and safety goals.

<b>Contract value</b>	\$8 million		
<b>Contract Dates</b>	2000		
<b>Route length</b>	34 miles	<b>Stations served</b>	10
<b>No. of staff</b>	Not available	<b>No. of vehicles</b>	47
<b>Annual ridership</b>	2.3 million	<b>Vehicle types</b>	Diesel locomotive, DMU, passenger coach
<b>Weekly services</b>	Commuter route between Dallas and Fort Worth	<b>Website</b>	<a href="http://www.trinityrailwayexpress.org">www.trinityrailwayexpress.org</a>
<b>Type of Signal System</b>	Centralized Traffic Control	<b>Number of Grade Crossings</b>	39
<b>Reference</b>			
<b>Name</b>	Bonnie Murphy, Former General Manager		
<b>Telephone</b>	(703) 739-0308		



RailPictures.Net - Image Copyright © landrover

## RELEVANT HIGHLIGHTS

CTC personnel modified the train control signal system and grade crossing warning systems, upgrading to new systems in many instances to accommodate track and speed changes. In addition to the field signal system upgrades, the TRE took over dispatch operations the entire line, which required a new dispatch system (design, test and implement) as part of the signal contract. All work performed on the TRE line was done while maintaining the existing commuter rail and BNSF freight rail operations. Work was often performed at off-peak hours.

CTC personnel also assisted in developing unique work plans at each location to allow the installation and in-service testing of the new signal system while maintaining the integrity and operability of the existing signal system. Overall, maximum speed increased on the TRE corridor from 45 mph to 60 mph, and the existing freight corridor from Irving to Fort Worth was converted to a shared freight | commuter corridor. Before being placed into service, CTC personnel audited every grade crossing and upgraded the system when necessary to ensure the safety of commuter passengers and the roadway traveling public.

### 3. EEOC Claims and Lawsuits

*The offeror shall explain any EEOC claims and lawsuits the company has experienced in the last 10 years.*

Per Addendum 1 Question 90, First has provided the following information for rail operations only, specific to MOE, MOW, Signals, Communicants, Dispatch, and Train Operations. From a rail operations perspective, First does not have any claims.

Below, we have provided all applicable information for our service subcontractor, Rio Grande Pacific.

- Rio Grande Pacific has had no such claims, except as noted under NCRC.
- Wichita, Tillman & Jackson Railway Company has had no such claims.
- CTC, Inc. has had no such claims.
- Nebraska Central Railroad Company("NCRC") has had the following:
  - It has had no such claims in its dispatch operations.
  - Tucker v. NCRC, EEOC Claim No. 32E-2015-00520. This was a claim of disability, age and national origin discrimination. The claim was dismissed by the EEOC on March 2, 2016.
  - Devlin v. NCRC, EEOC Claim No. 32E-2014-00515. He also added Rio Grande Pacific as a party by virtue of its ownership of NCRC. This was a claim alleging disability discrimination. The claim was dismissed by the EEOC on November 6, 2014. Mr. Devlin then initiated a separate court action which is pending in Neb. Federal District Court. NCRC filed a motion to dismiss on March 21, 2016. That motion is pending.



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## Appendix

### Key Personnel Resumes

- Please see our confidential candidate resumes included in a separate sealed envelope.

### Company Commendation Letters





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## EXPERIENCE

### First Transit

- 2016–Present     **Director of Regulatory Compliance and Development**     Dallas/Fort Worth, TX
- Oversight of all Corporate, Contractual and Regulatory training, certification and environmental matters as they pertain to the delivery rail projects
  - Support the implementation of related training management processes that include training program structures and content, records retention, regulatory filings, certification / recertification requirements
  - Directly involved in the successfully mobilization of new contracts supporting the areas of compliance, quality and training
  - Provision of training and oversight to include all technical, operational, regulatory, health and safety requirements
  - Oversight of accident/incident investigations with appropriate closeouts
  - Daily control of efficiency testing in accordance with 49 CFR 217
  - Overall responsibility for compliance with all FRA programs and plans
  - Facilitate and support regulatory audits including APTA, FRA, OSHA and State Oversight Agencies

### Trinity Rail Express and TEXRail

- 2014–2016     **Chief Operating Officer/Chief Mechanical Officer**     Dallas/Fort Worth, TX
- Trinity Railway Express - Daily oversight of contracted Operations, Dispatch and Maintenance. Developed 5 and 10 year capital budgets and review conditions of rail and rail equipment. Provided guidance and direction for Operations and Maintenance on a \$1.7 billion dollar, multi-year railroad contract. Developed train schedules based on passenger needs, capacity, equipment and budgetary constraints to ensure the highest safety and quality for the riding public and prudent use of tax payer dollars. Ensured all aspects of regulatory compliance are maintained, including positive train control (PTC).
  - TEXRail - Provided technical expertise from inception to revenue service. Developed maintenance and operations for passenger rail as it applied to TEXRail, a \$900+ million dollar project. Provided technical engineering requirements and specifications for Diesel Multiple Units (DMU's) to ensure they met Alternative Vehicle Technology (AVT) for operations in North America and met the "Buy America" requirements for the FTA. Proposed design directives for the maintenance facility reducing construction costs \$4 million dollars by recommending innovations and usage that provided efficient work flow and use of space. Responsible for operational and system safety during construction of the maintenance facility, stations, and rail alignment to ensure safe efficient joint operations with other passenger services (AMTRAK and TRE) and freight entities (UPRR, BNSF, FWWR and DGNO).



# Thomas Tulley

## General Manager

### North County Transit District

- 2012– 2014      **Chief of Safety, Compliance and Special Projects**      Oceanside, CA
- Implemented and created safety related programs in accordance with federal and state mandates, oversight of contractors and the management of the safety division.
  - As a member of the American Public Transportation Association (APTA), assisted in the development of Federal Public Transportation law for multiple transportation modes.
  - Created risk reduction programs through the use of critical data analysis, hazard management and support research and development of public transportation and the industry as a whole.

### Federal Railroad Administration

- 2010– 2012      **Passenger Rail Specialist**      United States
- Inception and completion of new passenger rail entities within the United States. Designed and modified state of the art passenger vehicles for use in temporal separation on Class I rail systems to ensure compliance with federal regulations and waiver requirements as they apply to all disciplines.
  - Provided written analysis of statutory and regulatory provisions involving Title 49 for senior management to assist carriers with the implementation and creation of maintenance programs, system training requirements, waivers and petitions, operating procedures and process management.
  - Assist carrier(s) through influence of others to gain commitments to pursue new and existing initiatives. Determine benchmarks and review/assist with overall scope of operations, to adopt new and existing methods, procedures and techniques in order to accomplish standards from inception to revenue service.
  - Received FRA Bronze Superior Achievement Medal for performance of duties in Passenger Rail Initiatives
- 2009– 2012      **Emergency Preparedness Manager/Passenger Forensics**      United States
- Emergency Preparedness Team Leader Region 5 – Included five (5) separate passenger rail entities to ensure compliance with CFR 219 Emergency Preparedness requirements. Assisted Carriers in the creation and completion of programs, interface with other rail entities and local first responders using the knowledge and experience as they pertain to two or more different aspects of railroad operations.
  - Oversaw and reviewed programs, training, testing and implementation. Observed site drills on an annual basis. Assisted in training of local law enforcement and first responders in the areas of proper access/egress and hazardous material awareness.
  - Received several awards from Carriers and the FRA for outstanding performance of duties.
  - Passenger Forensic Team Leader – Assimilation and dissemination of the Passenger Forensic Team in the event of a catastrophic rail event. Collected



# Thomas Tulley

## General Manager

forensic evidence from the accident site, interviewed victims and witnesses. Analytically investigated these special studies and reviewed all data to determine Crash Efficiency Management and compartmental crush. Interface with the NTSB as a liaison between governmental agencies on site.

- Made recommendations based on compiled data to improve railroad safety on a national level as well as within the regions. Determined cause for future safety enhancement of passenger vehicles. Maintained and compiled historical data to assimilate into regulatory needs for the overall safety of the riding public.

2009– 2012

### **Safety Specialist Motive Power and Equipment**

United States

- This position is considered to be the expert on motive power equipment activities for Region 5. Provided technical review of field motive power and equipment matters, guidance and advice in this area to Railroad Safety Inspectors in the region.
- Provided uniform interpretation and application of laws, rules, orders and regulations pertaining to motive power and equipment and train air brake tests. Conducted special assignments, investigations and inspections, some of which are unusual and complex in nature. Maintained close contact with the highest levels of railroad management, employees, labor organizations and the industry to ensure compliance with laws and regulations.
- Assisted the Deputy Regional Administrator in the review and evaluation of the technical work of field personnel. Composed correspondence relative to motive power and equipment and train air brake tests. Supervised (9) Motive Power and Equipment Inspectors in Region 5. Performed the full range of personnel management responsibilities including: plan and assign work to employees; review and evaluate the technical work of employees; identify inspector training and development needs; develop performance targets and further the agency's equal opportunity and workforce diversity goals.

1999– 2012

### **MP&E Specialist, Passenger Rail Specialist**

Arlington, TX

- Investigated complaints from the railroad and general public. Planned, scheduled and organized investigations, which are cost and time effective. Initiated and fostered partnerships with rail management, labor, and state, local, and federal agencies. Maintained a working knowledge of AAR Standards and how they apply to Federal Code of Regulations. Reviewed applications from railroads and industry to ensure feasibility, compliance and overall impact on industry and public safety.

1999– 2010

### **Safety Inspector Motive Power and Equipment GS-12**

Fort Worth, TX

- Tasked with accurately applying the laws, rules, and use of relevant publications and guidelines to investigate accidents for probable cause. Planned and carried out periodic inspections and provide maximum coverage of Regional objectives. Identified non-complying conditions and issue violations as warranted.
- Designed and initiated the paperless violation submission for Region 5 and assisted two (2) other regions in implementing the program. The process has shown to save thousands of man hours and is in keeping with the paper reduction

# Thomas Tulley

## General Manager

act.

- Worked extensively with Bombardier Company on the ALP-46 Project Locomotive Project to ensure a fluid transition into the New Jersey Transit Rail Operations Fleet and compliance with federal regulations.
- Senior on-site leader in charge on several train accidents, working closely with the NTSB and other government agencies for the expeditious and complete investigations for causation and effect of accidents. Responsibilities included the preparation of factual accident/incident reports.

### Union Pacific Railroad

1995– 1999	<b>Director/Senior Manager Locomotives</b>	Various, United States
	<ul style="list-style-type: none"><li>• Planned, repaired, and provided periodic maintenance of diesel locomotives. Provided training programs on state of the art repair equipment and procedures to promote a safe working environment. Direct involvement with the movement and operations of train and yard switching assignments and compliance with federal and railroad operating rules. Direct supervision of a personal staff of (30) and 250 employees in (7) different labor crafts.</li><li>• Resolved competing or conflicting interests within labor organizations as well as co-workers within the scope of labor agreements. Enforced programs and policies and applied discipline as required. Ensured the sustained culture and understanding as it applies to diversity in the workplace.</li></ul>	

### United States Navy

1982– 1994	<b>Gunner's Mate Chief Petty Officer (SW) E-7</b>	International
	<ul style="list-style-type: none"><li>• Responsible for several different facets of warship repair and modification as a Ship Superintendent. Developed and scheduled repairs and modifications for 15 union shop crafts for the expeditious completion of planned work always coming in on time and under budget. Received 'Sailor of the Year' honors (1990 and 1991).</li><li>• Drug and Alcohol Program Advisor – Responsible for ensuring military personnel with drug and alcohol problems received the proper guidance and treatment. Maintained onboard programs to facilitate recovery and ensure successful careers for several sailors.</li><li>• Gunner's Mate Chief Petty Officer – Responsible for the maintenance, repair and periodic maintenance of gunnery and missile systems, ammunition magazine sprinkler systems, weapons qualification, and security force training programs. Surface Warfare Specialist qualified in all aspects of shipboard operations. Supervised the qualifications, work schedules, training and work responsibilities of over 40 subordinates. Responsible for the ordering of supplies and MSDS refuse separation and removal.</li></ul>	

# Thomas Tulley

## General Manager

### EDUCATION

University of Hawaii at Manoa

Johnson County Community College (Rail Instruction for BNSF)

Mid-Plains Community College (course Instructor for Union Pacific)

Gunnery "A" School

Naval Recruit Training

Westminster High School

### MANAGEMENT AND TRAINING

- Basic electricity and Electronics (16 weeks)
- Advanced Electronics and Mk 42 Mod 9/10 Gunnery Systems (21weeks)
- Transistor Theory/Syncro and Servo (2 weeks)
- Steam Boiler/Steam Engine Inspection (3 weeks)
- Locomotive and Car Air Brake Inspection (2 weeks)
- Passenger Cars Standards and Regulations (1 week)
- Electronic Air Brake Inspection and Repair (1 week)
- Blueprint, Sketches and Diagram Reading (correspondence)
- Leadership, Management and Educational Training (2 weeks)
- Total Quality Management Systems (1 week)
- Drug/Alcohol Program Advisor/Coordinator (6 weeks)
- Quality Circles/Merit Management Systems (1 week)
- Super\*VISION Facilitator (2000 hours as classroom instructor)
- Equal Opportunities, Rights and Responsibilities Workshop ( classroom instructor)
- Master Instructor (38 weeks)
- Basic and Advanced Investigative Skills (3 weeks)
- Accident Investigation Skills (2 weeks)
- Making Presentations (1 week)
- Sexual Harassment in the Workplace (1 week)
- Managing Conflict in the Workplace (1 week) Computer (proficient)
- Microsoft Works, Power Point, Adobe Acrobat, Excel
- MCS/TCS (Union Pacific Railroad Computer Program)

### COMMENDATIONS AND AWARDS

- Awards and Commendations from the Federal Railroad Administration (28)
- Letters of Appreciation from the Union Pacific Railroad (8)
- Letters of Appreciation from Rail Industry (19)
- AIP award for training of Southern Pacific Railroad Employees
- 5 Year Safety Award Union Pacific Railroad (injury free)
- 20 Years of Service Award for Government Service

## EXPERIENCE

### L.K.Comstock (A Railworks Company) Electrical

- 2015–Present     **Regional Safety Manager- Quality Control/Quality Assurance Manager- Dart SOC-3**
- Responsible for compiling and maintaining necessary records, logs and other reports pertaining to safety
  - Manage the implementation of the Health and Safety Program over the project's personnel, public protection and reporting of equipment and material losses. Manage injuries to assure a high level of medical care and to minimize accident OSHA report ability and lost time.
  - Prepare injury reports; maintain required Recordkeeping system; provide adequate documentation on safety inspections and occupational health monitoring activities.
  - Conduct Root Cause Analysis Investigative Reports
  - Establish and monitor the weekly project safety meeting, and any "Toolbox" safety meetings.
  - Coordinate all project safety training and new-hire safety orientation programs.
  - Provide and enforce the use at all times of personal protective equipment required
  - Complete the 24 hour investigation report on all incidents, near misses or accidents. Work site first aid medical treatment responsibility and emergency first aid program.
  - Undertake QA/QC audits of suppliers and sub-contractors. Inspect and approve all incoming materials for compliance with the specification
  - Ensure the development of the Inspection and Test Plans based on the master project schedule and in compliance with Contract requirements
  - Ensure required factory tests and inspections are carried out in compliance with Contract requirements
  - Undertake and ensure QC inspections per the ITP.
  - Maintain appropriate records of materials and equipment quality requirements, inspections and test documentation ITP.
  - Ensure the development plan for final testing and integrated testing of installed equipment and systems. Perform audit and surveillance activities
  - Prepare and review Quality reports with the officer in charge

### RailWorks Track Services, Inc.

- 2014–2015     **Regional Safety Manager- Quality Control/Quality Assurance Manager**     Southern CA
- Managed and coordinated all safety and quality testing required for the rail projects including, track, signaling and communications
  - Conduct Root Cause Analysis Investigative Reports
  - Ensure construction is performed in accordance with all FRA and OSHA specifications. Support local project managers on quality and safety issues
  - Prepared all daily logs and retrieved test reports for compliance from our quality labs.

# Ricky Waynes

## Maintenance of Way Manager

- Conducted safety audits to assure compliance with all federal, state and local agencies
- Overseeing our Sub-Contractors work to make sure that it meets all FRA, EPA and OSHA compliance
- Monitor all work sites to check and validate material and equipment before and during work
- Overseeing and test all testing and perform test on the rail
- Responsible for all QA-QC-Safety of the New Construction and Rehab work in this Region

2012– 2014

### **Quality Control/Quality Assurance/Safety Manager**

Tucson, AZ

- Managed all testing required for the rail project including, track, signaling and communications. Assisted Engineering Managers on Federal, State and Local compliance and regulations and issues
- Established and conducted safety audits and reports to ensure compliance. Conducted Root Cause Analysis Investigative Reports
- Ensured construction is performed in accordance with client specifications and with FRA and OSHA compliance. Prepared all daily logs and retrieved test reports for compliance from our quality labs. Oversaw Subcontractor work to make sure it met all federal, state and local standards. Attend off site visits to check material used on the job.
- Established and monitored the weekly project safety meeting, and any “Toolbox” safety meetings. Oversaw all testing of the rail and performing test on the rail.
- Quality Control/Quality Assurance Manager on the Tucson Modern Streetcar 4 miles of New Construction.
- Coordinate all project safety training and new-hire safety orientation programs.
- Provide and enforce the use at all times of personal protective equipment required
- Complete the 24 hour investigation report on all incidents, near misses or accidents. Work site first aid medical treatment responsibility and emergency first aid program.
- Responsible for compiling and maintaining necessary records, logs and other reports pertaining to safety
- Managed the implementation of the Health and Safety Program over the project's personnel, public protection and reporting of equipment and material losses
- Managed injuries to assure a high level of medical care and to minimize accident OSHA report ability and lost time. Prepared injury reports; maintain required Recordkeeping system; provide adequate documentation on safety inspections and occupational health monitoring activities.

2009– 2012

### **Quality Control/Quality Assurance/Safety Manager**

Dallas, TX

- Managed all testing required for DART Transit rail project including, track, signaling and communications
- Ensured construction was performed in accordance with client requirements including FRA and OSHA

# Ricky Waynes

## Maintenance of Way Manager

- Conduct Root Cause Analysis Investigative Reports
- Prepared all daily logs and retrieved test reports for compliance from our labs.
- Conducted safety audits and provided reports to local managers
- Calculated material needs for ordering per the drawings and specifications
- Responsible for all direct fixation(concrete) work for the project
- Overseeing our Sub-Contractors work to make sure that it meets all specifications of the job.
- Establish and monitor the weekly project safety meeting, and any “Toolbox” safety meetings. Visits all work sites to check material and equipment that is going to be use on the job
- Quality Control/Quality Assurance/Safety Manager on the Dallas Area Rapid Transit (DART) 5 miles of New Construction from Garland, Texas to Rowlett, Texas.
- Coordinate all project safety training and new-hire safety orientation programs.
- Provide and enforce the use at all times of personal protective equipment required
- Complete the 24 hour investigation report on all incidents, near misses or accidents. Work site first aid medical treatment responsibility and emergency first aid program. Be responsible for compiling and maintaining necessary records, logs and other reports pertaining to safety
- Duties shall be to manage the implementation of the Health and Safety Program over the project’s personnel, public protection and reporting of equipment and material losses
- Manage injuries to assure a high level of medical care and to minimize accident OSHA report ability and lost time.
- Prepare injury reports; maintain required Recordkeeping system; provide adequate documentation on safety inspections and occupational health monitoring activities

## Balfour Beatty Rail, Inc.

2007– 2009

### Assistant Area Manager

Houston, TX

- Manage crews of 166 railroad construction workers and professionals in 7 states
- Conduct Root Cause Analysis Investigative Reports
- Inspect safety and QC rail installation and repair. Created Standard Operating Procedures (SOP) Manual
- Review and approve vendor invoices for all projects. Create close-out documents and submit project billing to client
- Facilitate emergency derailment dispatch, reduced response time from 3 hours to 1 hour
- Reduced manpower per crew from 10 to 6 with no change in productivity results and 10% lower overtime costs. Increased sales by 63% through dedicated business development. Reduced OSHA rating from 3.1 to 1.3
- Restructured inventory supply yard for improved response time
- Quality Control/Quality Assurance Manager on the KCS 69 Mile Track Of New Construction from Rosenberg, Texas to Victoria, Texas.

# Ricky Waynes

## Maintenance of Way Manager

### Assa Abloy Hospitality

2005– 2007

#### Operations Manager

- Responsible for staff of 25 shipping, receiving, production and repair employees
- Oversee picking, packing and shipping of 300+ orders per day
- Increased package accuracy from 84% to 98%
- Responsible for \$7 million of inventory. Monitor product warranty repair department
- Decreased turn time for repair orders from 96 to 48 hours
- Determine orders that can be built from existing inventory
- Conduct daily cycle counts and bi-annual physical inventory
- Developed cycle count and inventory control procedures resulting in 99% inventory accuracy. Determine excess and obsolete inventory items and offer scrapping recommendations.

### Balfour Beatty Rail, Inc.

2003– 2005

#### Quality Assurance Manager / Quality Control Manager

Largo, MD

- Managed crew of 46 rail construction workers
- Monitored project safety and quality activities and completed schedules for construction. Conduct Root Cause Analysis Investigative Reports
- Calculated material quantities and verified placements. Conducted safety audits
- Performed construction audits to determine compliance with client specifications and all FRA requirements
- Managed and performed all testing requirements for the project
- Responsible for all direct fixation (concrete) work for the project.

2000– 2003

#### Quality Assurance Manager / Quality Control Manager / Project Engineer

Guaynabo, PR  
Dallas, TX

- Managed all testing required for the rail project. Conduct Root Cause Analysis Investigative Reports. Conducted safety audits
- Ensured construction was performed in accordance with the specifications
- Served as liaison between the owner and the contractor
- Prepared daily logs and retrieved test reports for compliance
- Calculated material needs for ordering per the drawings and specifications
- Responsible for all direct fixation (concrete) work for the project.

### Warren Group

1991– 2000

#### Quality Control Manager / Operations Manager

- Managed 37 employees responsible for manufacturing electrical cell harnesses
- Reviewed plans and drawings
- Monitored production for compliance to specifications
- Served as liaison between the production company and customers
- Responsible for shipping completed products.

## EDUCATION

Central State University

Oklahoma



Denton County Transportation Authority  
Downtown Denton Transit Center  
604 East Hickory St. Denton  
Texas  
76205

Date:  
23/03/2016

First were holder of the national ScotRail franchise providing operation and maintenance of electric and diesel commuter and inter-city rail services across Scotland from October 2004 to March 2015.

During this time they oversaw a step change in rail provision in Scotland, which can be illustrated as follows:

- Operation of circa 2,400 daily services throughout the country. An increase of 300 services per day since 2004.
- Increased patronage growth of 34% since 2004. Passengers per annum is currently 92 million.
- Customer satisfaction (as determined by Passenger Focus, the UK's independent passenger watchdog) increased by eight percentage points since 2004, taking it to its highest ever level and well above UK the average.
- The successful delivery of increased services to accommodate the Glasgow 2014 Commonwealth Games, and the Ryder Cup at Gleneagles. This required an extraordinary effort in managing resources to achieve an 86% increase in capacity within the Glasgow area to accommodate 1.1 million more journeys.

To deliver the services described above, First had an effective working relationship with the UK rail infrastructure provider Network Rail, and other Anglo-Scottish train operating companies.

The senior management team retained a strong client focus throughout the franchise term. This was achieved by pre-agreed reporting processes on a 4-weekly cycle. This ensured that the



status of all areas of the Franchise were known to the client. Sufficient planning and resourcing mechanisms were put in place within the business to ensure that all commitments of the Franchise Agreement were delivered at, or above, the standards set.

First demonstrated their ability to successfully operate a nationally important rail franchise. Transport Scotland (as the Authority in the Franchise Agreement with First ScotRail) are content to report to that First successfully delivered all the requirements of the ScotRail Franchise. Key strengths were a focus on passenger requirements, and their ability to deliver discrete projects within the Franchise Agreement on time and to the agreed budget.

We trust this provides the information you require.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Andrew Mackie', written in a cursive style.

**Andrew Mackie, ScotRail Franchise Contract Manager.**



Our ref: 160316 b

Southern California Regional Authority  
One Gateway Plaza  
12<sup>th</sup> Floor  
Los Angeles  
California 90012

**London Trams**  
London Trams Depot  
Coomber Way  
Croydon  
CR0 4TQ

Phone 020 30542500  
Fax 020 30542761  
[tfl.gov.uk](http://tfl.gov.uk)

Date 16/03/2016

Dear Sir/Madam,

### **FirstGroup**

FirstGroup, through their subsidiary Tram Operations Ltd (First), provides light rail operations and dispatch across the London Trams network on behalf of Transport for London (TfL) under a 30 year operating contract. The London Trams network provides links for commuting, shopping and leisure for over 30 million passengers per annum.

FirstGroup work in true collaboration with ourselves. This was particularly evident during a large change programme we have recently gone through where we brought the tram maintenance in house. They provided constructive challenge and support to how we were intending to set it up and suggestions on how we were to overcome some of the risks.

With many of the upgrade projects we are currently undertaking, they are providing operator input into the Requirements Specifications which is invaluable. TfL and First also meet formally and informally at all levels within the organization to ensure that some issues do not escalate.

Tramtrack Croydon Limited  
trading as London Trams  
whose registered office is  
Windsor House, 42-50 Victoria Street  
London SW1H 0TL

Registered in England and Wales  
Company number 3092613

VAT number 756 2770 08

Tramtrack Croydon Limited is  
a company controlled by a local  
authority within the meaning of  
Part V Local Government and  
Housing Act 1989. The controlling  
authority is Transport for London.

The team generally works as one with Transport for London, with the joint objective being to deliver a good service to the customer. In times of disruption (whatever the cause) the team on site really pull all the stops out to get the service up and running as quickly as possible.

This approach results in generally operating 99% of scheduled mileage and a high Customer Satisfaction score in comparison with other modes in the capital.

TfL find the team easy to work with. No contractual barriers affect day to day delivery and they are focused on providing a good service to our customers.

We trust this provides the information you require.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Rory O'Neill', followed by a horizontal line.

Rory O'Neill

**Director, London Trams**

Email: [Rory.ONeill@tfl.gov.uk](mailto:Rory.ONeill@tfl.gov.uk)

Direct line: 0203 0543650



Network Rail  
One Eversholt Street  
London  
NW1 2DN

T: +44 (0) 330 854 3815  
E: [phil.hufton@networkrail.co.uk](mailto:phil.hufton@networkrail.co.uk)

29 March 2016

To whom it may concern

### **About Network Rail**

Network Rail Infrastructure Limited ('Network Rail') owns, operates, maintains and develops the main rail network in Great Britain. This includes the railway tracks, signalling and electrification systems, bridges, tunnels, level crossings and viaducts. We also manage 18 of the larger stations.

The day-to-day running of Britain's railway infrastructure is carried out by Network Rail's eight operating Routes. Each Route operates as a separate business unit, headed by a Route Managing Director and management team, which is responsible for operations, maintenance, customer services and local asset management.

Our operations could be deemed equivalent to the many US Class 1 Railroads based on the operating revenue definition of the Association of American Railroads.

### **Working with First**

Since being established in 2002, Network Rail has worked extensively with First Group to run train services on rail and signalling infrastructure that is maintained by Network Rail.

In March 2016 Network Rail and Great Western Railway, operated by First Group, signed a formal alliance with the aim of delivering a better travelling experience for passengers by working more closely together.

The agreement covers five key areas of working and commits both companies to a more aligned approach to further improve performance and increase efficiencies. It also covers improved joint planning for major upgrade projects such as the electrification of the Great Western Main Line, to help minimise disruption for passengers as much as possible.

Yours sincerely

A handwritten signature in black ink, appearing to read 'P. Hufton'.

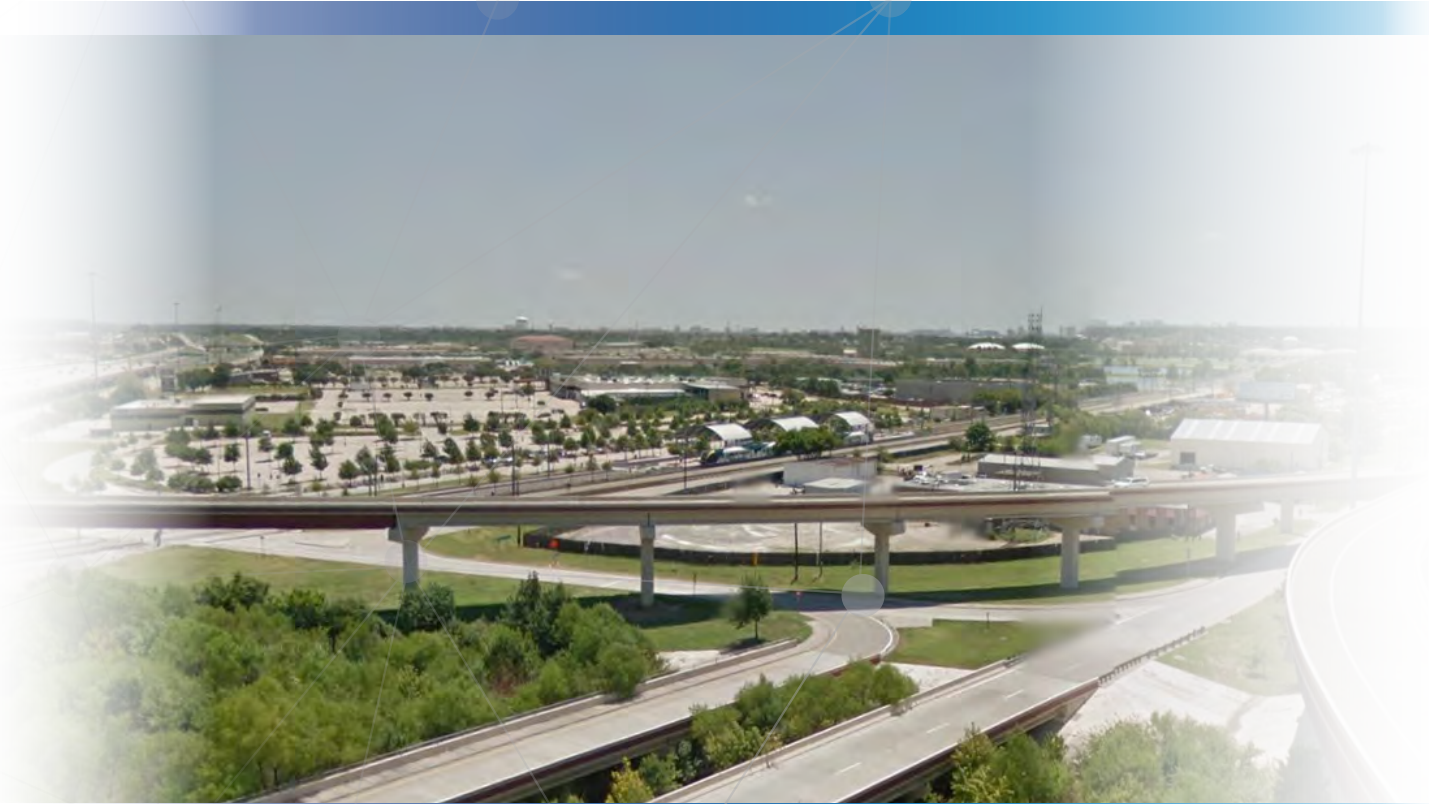
Phil Hufton  
Managing Director, Network Operations (England & Wales)



# TAB C.

## Safety and Regulatory Compliance

TAB C.  
SAFETY AND REGULATORY  
COMPLIANCE



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## FIRST TRANSIT PROPOSAL

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## SAFETY AND REGULATORY COMPLIANCE


### Safety and Regulatory Compliance

At First, safety is not a goal but the outcome of a motivated, well-trained and well-educated work force. It is one of our core values and highest priority. We maintain safe operations through recruiting and hiring the right people, constant vigilance, reinforcement and dedication to training, rigorous safety audits, and action plans. With our partners, we use innovative safety performance measures and key performance indicators to ensure compliance. We proactively participate with the industry and review trends and encourage employee engagement in safety awareness, which is critical to our achievement of the highest safety standards.

As described throughout this section, First's fully developed safety and regulatory compliance will ensure that every aspect of DCTA operations meets and exceeds your standards and requirements for safe rail service. The table below highlights our key responses to the RFP, summarizing DCTA requirements relating to meeting these needs.

What DCTA Requires	Compliance	Demonstration
The contractor is responsible for ensuring compliance to all safety regulations including but not limited FRA, EPA, TCEQ, TXDOT, and DCTA's various safety plans. The contractor is responsible for the safety of all day to day operations and maintenance activities of the system.	✓	From our Vice President of Rail and Director of Safety and Regulatory Compliance, to our onsite DCTA Management, First's Team has decades of experience applying successful safety practices in direct application with host railroad, FRA, EPA, and Title 49 CFR Parts 200-299 regulations to ensure the comprehensive safety of DCTA A-train operations
Railroad Worker Protection and On-Track Safety The Contractor and all subcontractors agree to abide by and be governed by all federal and municipal governmental entities having jurisdiction, public laws, ordinances, and railroad regulations, policies and operating rules established by any railroad or other applicable railroad regulating body.	✓	First and its' subcontractors agree to abide by the requirements of the RFP. First does this by using a comprehensive System Safety Program Plan developed for each property and its' specific needs and characteristics to meet and exceed regulatory requirements for safe railway operation. The programs that we have introduced have delivered a sustainable reduction in safety related incidents. From 2010 First has had a 48% reduction in Staff Injuries and are currently 20% better than the industry average.



What DCTA Requires	Compliance	Demonstration
<p>Confidential Close Call Reporting System (C3RS)</p> <p>The C3RS program is designed to help adapt a confidential reporting system to the needs of the U.S. railroad industry and to evaluate its effectiveness in improving safety. This program will be used as a training tool to identify trends and to become proactive in safety. This program is not intended as a punitive measure. The contractor will participate in this program.</p>		<p>Our rail operations have been using the confidential incident reporting and analysis system since 1996. We fully support the use of confidential, independent reporting of close calls, general safety, health or other concerns, to ensure all aspects of safety are captured internally and investigated to a successful conclusion</p>

## 1. Safety Perspective and Record

*The offeror shall address their safety perspective and record.*

### First's Safety Perspective – Our Approach to DCTA Services

Safety is our way of life and engrained in all our business activities. Our goal is an injury and incident free workplace and we continue to evolve and develop our safety programs to achieve this by sharing best practice across our company and with our clients. Led by Tom Tulley, proposed General Manager for DCTA and First's Director of Regulatory Compliance and Rail Development, our safety programs provide all First employees and contractors with options that identify and replace risky behaviors that jeopardize safety in the workplace.

First's proactive and well-established programs support our success in reducing work related incidents, in accordance with all relevant Federal Railroad Administration (FRA), State, and OSHA requirements. Our safety standards will always exceed those requirements and create a culture of safety our employees use at work and at home.

As a proactive approach, First has met with the FRA Region 5 Administrator, Vence Haggard. The FRA will accept our required regulatory documents ahead of NTP to ensure completeness

*If you cannot do it safely, don't do it!*

*Always front of mind, safety is our way of life*

and qualifications as they apply to regulatory compliance. This will allow First to expedite mobilization to the benefit of DCTA. In the event the First is awarded the O&M contract, a partnership has already been established. The FRA is very interested in First's innovative condition based maintenance plans and their effect on the industry as a whole.

First's Executive Rail Team and proposed DCTA Team provide extensive knowledge and successful operational safety compliance for the operation of the A-train service. Based on our company experience, comprehensive safety plans, and management team, we are confident in our ability to provide the safety railway service for DCTA. In the chart below, we have provided over 100 years of Safety Compliance as it relates to the personnel who will be operating and maintaining the A-train and that of our partners.

DCTA Team	Safety Compliance
Gregg Baxter, VP Rail, First	Over 25 years' experience, including over 10 years working in the State of California, most recently providing leadership and guidance to rail General Managers across the United States and Canada in the management of their rail projects
Dee Leggett, RVP Transit Management	Over 20 years' experience, most recently as Chief Operating Officer at Denton County Transportation Authority (DCTA). During her time at the helm, DCTA was never issued an FRA violation for operations.
Tom Tulley, Director of Regulatory Compliance and Rail Development	Extensive experience in passenger rail operations and regulatory compliance. He has spent the last 22 years working in every aspect of the industry including as a passenger rail specialist for the FRA, Chief of Safety for North County Transit District, and Chief Operating and Chief Mechanical Officer for Trinity Railway Express. Tom has been a member of several RSAC's and served on the Florida High Speed Rail rule making committee.
Sean Kehoe, Director Rail Engineering and Quality	Over 16 years of international and US rail experience. This includes several years working in the US on sites overseen by the FRA and CPUC, working closely on projects for North County Transit District and Metrolink in California.
Confidential, Operations Safety and Training Manager	Nearly 20 years' experience obtained by rising up the ranks of the industry, covering all relevant roles, including Management specifically for Commuter Rail Operation, Safety, Training and Regulatory Compliance.
Brian Carroll, Maintenance and Quality Manager	16 years of oversight for maintenance of rolling stock including technical operation requirements, and project planning materials. Oversight of company policies and procedures for safe working
Rick Waynes, Manager MOW	Ricky has over 14 years of relevant and extensive MOW experience, having most recently spent over six years in various senior safety, quality and compliance roles for RailWorks and seven years in similar roles for Balfour Beatty.

## *Safety – Ingrained in Everything we do*

As one of First's core values and highest priority, safety comes from conditioning proper thought processes and behaviors, and preparing for situations. From our perspective, these are the elements that create First's "Safety Culture," which will be influential in delivering quality service for DCTA A-train Operations and Maintenance. We take pride in knowing how to respond in ways that protect the well-being of our employees and the riding public. Through our safety, training, and compliance programs, we build a cultural identity that is focused on:

*First's management team will be a constant presence in monitoring the safety of our operations, and the safe working practices of our employees.*



## **BENEFITTING DCTA**

- Improving individual and team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity
- Identifying risks and developing mitigation processes

Our safety programs minimize risky behavior for the greater good of each person and our entire team. No priority or perceived priority is pursued without following our safety philosophy.

Our employees train, oversee and maintain the safety of the passengers we transport each day. That same protection is given to our coworkers, those that depend on each of us to do our jobs without shortcuts that can cause injuries. Safety is continually reinforced throughout our daily operations, compliance programs, employee reviews, and at every management and employee meeting.

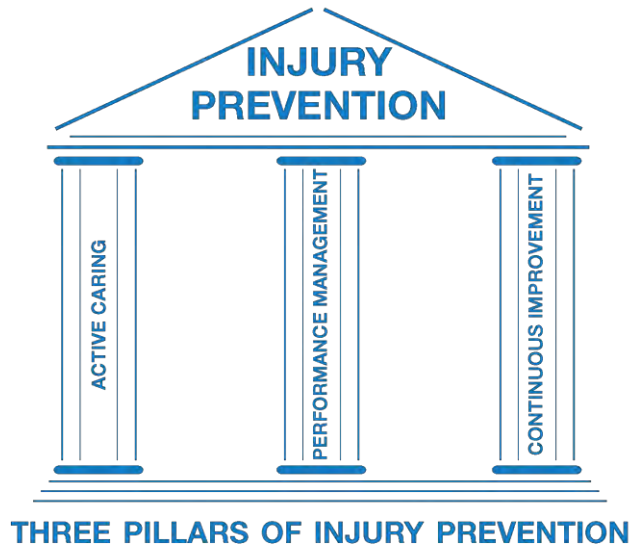


## THREE PILLARS OF INJURY PREVENTION

To help emphasize the importance of safety, First focuses on Three Pillars of Injury Prevention:

### ACTIVE CARING

Active Caring ensures that injury prevention drives our management activities. It is based on remembering our safety philosophy – “If you cannot do it safely, don’t do it.” Active Caring is gaining the courage to take a “brother’s keeper” approach to safety so that safety principles taught at work, are used at home.



### PERFORMANCE MANAGEMENT

Performance Management requires our managers to take an active role in achieving zero incidents and injuries. Safety drives the decision-making guidance provided by our managers. First managers are the force that puts our safety policies, procedures, and regulations into practice.

### CONTINUOUS IMPROVEMENT

Continuous Improvement is critical for reaching our zero goal. It is part of our safety culture and everything we do. Our safety standards and practices are continually updated from industry safety experts, fellow industry leaders, and our front line employees to provide the best and safest service for our employees, client staff, passengers, and the communities we serve. We analyze safety trends to identify corrective patterns, then incorporate changes.

## INJURY PREVENTION CULTURE AND RECOGNITION

First recognizes that the development of a culture supportive of health and safety is necessary to mitigate risks and deliver excellence in safety performance. Our Injury Prevention activities underline our approach and safety perspective by empowering employees to take responsibility for their behavior and to positively influence the behavior of others. Employees as well as managers are encouraged to challenge unsafe practices or behaviors of others, coach employees to improve their performance, and congratulate employees on good safety practice.

## INJURY PREVENTION TRAINING

Injury Prevention training is part of our employee orientation instruction, and the introduction to First's perspective on safety. Our safety culture encourages employees to report any unsafe working condition in an effort to minimize injuries. Keeping safety as "top-of-mind" among employees enhances our ability to identify opportunities for improvement to ultimately protect our staff and passengers. Our Injury Prevention program is directly linked to the Good Faith Challenge (49 CFR Part 218.97) encouraging dialog between all levels of staff to discuss safety behaviors and challenge unsafe practices. As each railroad is responsible for employee training and compliance to this subpart of the CFR, First will provide a written procedure for guidance of a Good Faith Challenge to each employee. This procedure will provide the employee with all the required steps and review levels as it applies to a Good Faith Challenge.



Our Injury Prevention handbook is supplied to all employees, which encourages open communication, prompts safety conversations, and includes a safety contact pad for documenting and reporting safety concerns. For example, if an employee is involved in a near miss, we ask for their help in reporting the event so we all may learn lessons and prevent future incidents.

Documented issues are reviewed between the employee and supervisor. The supervisor evaluates the report and determines actions to be taken and reports the results of follow-up actions to the employee, when completed. The safety contact pad is used by the supervisor to record safety concerns and summarize results of the safety conversation.

Every employee's Injury Prevention handbook includes an identification badge on the back cover. This ID badge includes the employee's photograph and other identifying information and is worn while the employee is on official company business or on duty. The Injury Prevention handbook also provides a quick reference for the employee on injury prevention principles, incident response, and security response. These procedures provide abbreviated emergency guidelines for employees to use in the field.

### First Injury Prevention Principles

First Injury Prevention Principles help drive safety in the workplace and are designed to work with our Injury Prevention Program. The full list of Injury Prevention Principles is included in our Injury Prevention Handbook, following our Three Pillars for Injury Prevention. All First employees are expected to adopt these principles and put them into practice at all times, creating a safe environment for ourselves, our coworkers, and our passengers. Our First Injury Prevention Principles are as follows:



- Perform all safety checks and risk assessments before you undertake any work. Speak to your supervisor or manager before you start work if you are unsure
- Do not endanger yourself or others. Report any hazardous condition or practice that may cause injury to people, property, or the environment
- Obey all rules, signs, and instructions. If you do not understand, speak to your manager before you start work
- Keep your work area clean and tidy. Disorder causes injuries and wastes time, energy, and materials
- Wear protective clothing and equipment as required. Keep it in good condition, wear it correctly and ask for a replacement if it becomes damaged or unfit for use
- Use only the correct tools and equipment for the job. Check that they are in good condition before use and use them safely
- Do not adjust, modify or repair any piece of work equipment unless you are competent and authorized to do so
- Before lifting, assess the load and your ability to move it without injury. Make sure you get help with any heavy or awkward items, and follow approved techniques
- All injuries, incidents, and near misses must be reported to your manager. Seek immediate help and first aid (if necessary)
- If you have any suggestions to improve safety in your workplace, tell your supervisor or manager

## Certifications and Regulations

Based on potential outbreak conditions worldwide, as transportation providers, our employees receive additional training to ensure they identify current conditions and are readily trained to support our customers in hazardous situations. Included as part of our Injury Prevention Program, employees receive the following training:

- Bloodborne Pathogen Certification – All employees are trained, certified, and tested on the processes and procedures required to deal with blood borne pathogens and other biohazards that may be encountered in a revenue vehicle
- Hazard Communications Regulations – Additionally, Right-to-Know issues are taught so that all employees understand their individual rights with regard to being near hazardous materials within the local operations facility. All required documents, policies and procedures are posted throughout our facilities to raise awareness of hazards in the workplace
- First Aid/CPR – Our employees will be trained in basic first aid and CPR. Office personnel will be trained on the use of a defibrillator. First will also offer training to DCTA employees as well, such as Circadian Rhythm Training. Annual training provided to recognize and eliminate sleep deprivation caused incidents and behavior.

## INJURY PREVENTION MOBILE APPLICATION

First is introducing a new smart phone application designed to take our safety conversations to a new level by going paperless. The new smart phone application will allow for injury prevention reporting at anytime and anywhere on your mobile device. Live photos can be taken and uploaded with details within seconds to report safety concerns. For DCTA service, this tool will help us maintain our vision of safety in an efficient manner and demonstrates our efforts to reinvigorate our safety culture for continued improvements in vehicle and personal safety.



## RAIL SAFETY SOLUTIONS TEAMS

To encourage safety, strengthen employee morale, and promote the highest quality customer service, Rail Safety Solutions Teams are in place at our operations. These teams include representatives from management, partners and all employee disciplines. The employee-based committee meets monthly at a minimum to review recent safety performance, incidents/accidents, and investigations in an effort to identify risk factors and provide corrective actions. Our Rail Safety Solutions Teams provide creative solutions to many of our current challenges and support the development of best practices for continuous improvement in safety.

### Safety Incentives

We encourage all employees to actively participate in changing the behavior and thoughts about safety. This provides a culture enjoyed by our riders and the community in general. It focuses on cultural change through positive reinforcement by:

- Providing awards for improvement in team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity

The elements of this program include:

- An incident rate reduction goal – “Destination Zero Rate” – a quarterly location or team performance target-based program to encourage injury and incident reduction
- A national focus – designed to motivate region management and staff to drive safety performance and awareness activities through “pep rallies” and safety tours
- Individual motivators – individual achievement awards to help affect individual safety improvement through the use of personal recognition awards
- A safety leadership group – the Safety Solution Team (SST) – location teammates dedicated to making safety foremost by identifying and resolving safety issues
- A safety newsletter – a peer-to-peer safety communication offering ideas on what works, safety happenings, and safety pep rallies

## First's Safety Record

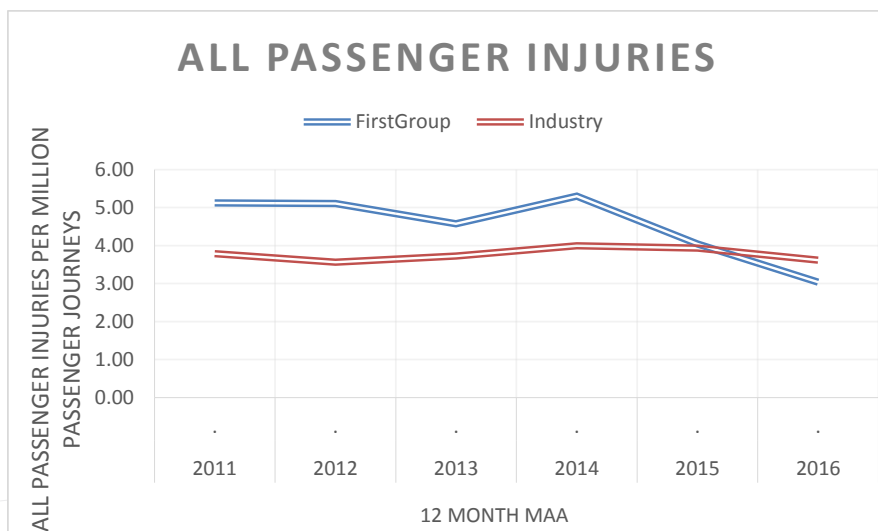
*The offeror shall address their safety perspective and record.*

First's safety perspective is based on over 20 years' experience in successful, and safe, rail operations, evidenced in recent years by railway safety awards for both Great Western Rail (GWR) and First TransPennine Express (FTPE). To achieve our successful safety record, First continuously tracks improvements in the safety

- |             |      |   |
|-------------|------|---|
| <b>2015</b> | GWR  | UK National (RoSPA) Silver Award for Occupational Safety and Culture    |
| <b>2014</b> | FTPE | UK National (RoSPA) Gold Award for Occupational Safety and Culture      |
| <b>2013</b> | GWR  | Winner of Innovative Solutions for our primary school rail safety talks |
| <b>2013</b> | GWR  | IOSH Railway Group Award for Fatigue Management                         |

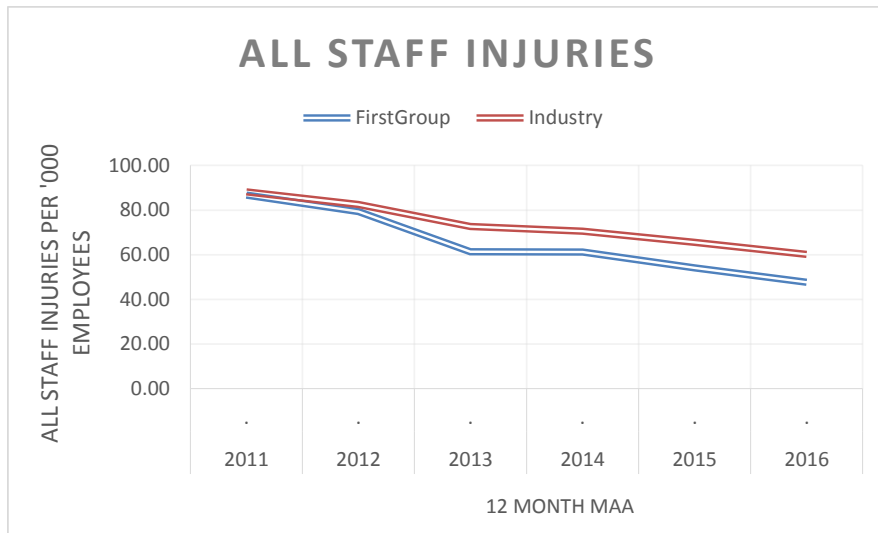
performance of our companies and benchmarks that performance against the industry average through membership of industry associations.

First safety and training programs have delivered a sustainable reduction in safety-related incidents. A selection of our rail safety statistics illustrate how our performance exceeds industry averages where we operate passenger trains. Our achievements are outlined below:



From 2011 First had a **41% reduction in Passenger Injuries** and are currently 19% better than the industry average and reversing the rising trend





From 2011 First has had a 45% reduction in Staff Injuries and are **currently 26% better than the industry average.**

First is proud to be a top performer against the industry average across a wide range of metrics. With our existing First Safety Culture, comprehensive training programs, and the added support of industry-leading compliance through our partners, First will ensure the safest operations for DCTA A-train Operations and Maintenance services.

Our rail employee accident/injury/occupational illness statistics are 20% below the UK rail industry average rates and have reduced by 48% since 2010. We attribute this success to our comprehensive project management, Injury Prevention activities, detailed change management processes, and sharing and implementing best practice.

## Reportable Incidents

*Please list all FRA reportable accidents, FRA reportable injuries in the last 10 years, and the measures that were taken to reduce incidents.*

First's proposed General Manager, Tom Tulley, brings an impressive record of safety and FRA compliance to our team. **In 21 years of rail management and operations, oversight of over 1,000 employees, and in excess of 3.31M man-hours, he has never experienced an incident resulting in lost work time.**



The chart below reflects First's DCTA team reportable injuries over the past 10 years, and resolution efforts to mitigate further incidents.

Location	Dates	Number of Employees	Man-hours	Reportable / Lost Work Time	Comments/ Resolution
Tom Tulley, Senior Manager Mechanical Salt Lake City, UT Union Pacific Railroad	1995-1997	300	960,000	No Reportable Injuries	Tom was responsible for the safety of mechanical forces in a shop performing locomotive maintenance and repairs to the level of class "C" overhauls.
Tom Tulley, Shop Superintendent Hinkle Oregon Union Pacific Railroad	1997-1999	215	688,000	No Reportable Injuries	Tom was responsible for the safety of mechanical forces in a shop performing Heavy and Intermediate maintenance and repairs.
Tom Tulley, Chief of Safety North County Transit District	2012-2014	406	1,299,200	No Reportable Injuries	Tom ran all safety related programs, performed audits on railroad employees and contractors.
Tom Tulley, Chief Operating/ Chief Mechanical Officer Trinity Railway Express	2014-2016	116	371,200	(1) Reportable Injury	No lost work time. Employee tripped and injured hand. Safety briefings were performed with all employees to ensure awareness. Audits were performed and training was integrated into overall safety program.
Gregg Baxter (VRE)	2010-2015	72	576,000	(1) reportable injury in 5 years	Gregg was responsible for the safety of Operations Department employees for VRE during his tenure as Operations Officer
Dee Leggett, Chief Operating Officer DCTA	2012-2014	95	304,000	No Reportable Injuries	Dee was responsible for the safety of mechanical, operating, signal and track employees under her contractual oversight
<<Confidential>> Manager, Safety (TX)	August 2014 – Present	97	15,520 monthly	3 Reportable 0 Lost work days	Safety stand down days, employee training and enhanced manager focus on applicable rules.
<<Confidential>> Director, Operations / Manager, Safety (TX)	March 2010 – August 2014	52	8,320 monthly	2 Reportable 0 Lost work days	Safety stand down days, employee training and enhanced manager focus on applicable rules.
<<Confidential>> Manager Operating Practices (LA)	July 2006 – March 2010	170	34,800 monthly	9 Reportable 262 Lost work days	Safety stand down days, employee training and rule changes initiated. Of the 262 lost work days, 180 were legal action from an employee.

## First's Safety Approach

*The offeror should address their safety approach for the DCTA service.*

Led by Tom Tulley, General Manager, and our proposed Operations, Safety and Training Manager, our First Safety program will provide the basis for all First employees and partners to successfully replace risky behaviors and thought processes that could jeopardize safety in the workplace. Expanding upon our safety perspective, First has built a cultural identity and safety programs that are focused on:



- Compliance with regulations, policies and procedures including the following, among others:
  - Federal Railroad Administration (FRA)
  - General Code of Operating Rules (GCOR)
  - Texas Department of Transportation (TxDOT)
  - American Public Transportation Association (APTA)
  - Occupational Safety and Health Administration (OSHA)
- Rewarding improvements in both individual and team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity

From management to operations, safety and regulatory compliance is a priority of every First employee.

We emphasize safety and compliance to create a culture in our employee recruiting, selection, orientation, training, education, and management support. First's approach to ensuring safety and compliance with applicable standards and regulations is based on the following foundation:

*First maintains the highest levels of safety, regulatory compliance, and best practices to deliver quality service for DCTA, your passengers, and the community.*



## BENEFITTING DCTA

- A strong and experienced rail management team in place, supported by our Executive Rail Team and FirstGroup Rail Governance
- A safety management system focused on compliance, hazard identification, and risk mitigation
- An injury prevention program to promote safety in everything we do
- A safety training program that ensures employees understand their responsibilities to the safety of the system and our passengers

First's approach to safety ensures compliance with applicable standards and regulations through our management structure, corporate support, capability to deliver, and comprehensive safety management systems.

### *Management Structure – Built for Safety*

Supporting DCTA A-train operations and maintenance is our experienced Executive Rail Team, local DCTA management team, and Board Safety Committee. Each of these teams work in coordination to deliver the highest levels of safety and regulatory oversight.

## **FIRST EXECUTIVE RAIL TEAM**

### **Gregg Baxter – Vice President, Rail**

Gregg has over 25 years' experience complying with Rail Safety and Regulatory requirements. During his career Gregg has overseen intercity passenger and commuter rail operations and ensured compliance with all FRA, State and OSHA safety and regulatory requirements as the President for Keolis Rail Services, the General Manager for Virginia Railway Express, Superintendent of Operations for Amtrak in California and as the Director of Operations for the Altamont Commuter Express. As General Manager of the Virginia Railway Express Gregg led the successful development and implementation of compliant safety programs during the mobilization from an Amtrak operated service.

### **Tom Tulley – Proposed General Manager for DCTA and First's Director of Regulatory Compliance and Rail Development**

Tom has over 22 years in the industry, which includes 13 years working for the FRA. Tom has developed, implemented and overseen rail safety related programs in accordance with federal and state mandates, oversight of contractors and the management of the safety division. This has included working with California Public Utility Commission (CPUC) regulations when he was the chief of safety, regulatory compliance, risk reduction and training at North County Transit District. Tom established relationships with the CPUC at the highest level and coordinated many safety related efforts with them. As a member of the American Public Transportation Association

(APTA), assisted in the development of federal public transportation law for multiple transportation modes. During his career Tom has:

- Created risk reduction programs through the use of critical data analysis, hazard management and support research and development of public transportation and the industry as a whole
- Built training and operations programs based on all aspects of 49 CFR Parts 200-299 to ensure compliance with the FRA/CPUC requirements to operate in revenue service
- Ensured all aspects of regulatory compliance are maintained, including positive train control (PTC)
- Direct all system safety and emergency preparedness programs to the highest levels of industry standards. Tom's programs have been used as industry models by the FRA
- Oversaw and reviewed programs, training, testing and implementation
- Issued technically authoritative interpretations and decisions regarding laws, regulations and program policies relating to emergency preparedness within the region

### **Sean Kehoe – Director Rail Engineering and Quality**

Sean Kehoe has over 16 years of international and US rail experience. This includes several years working in the US on sites overseen by the FRA and CPUC. Sean has specific experience working with Metrolink and North County Transit District during his time with Bombardier. Sean was personally involved in the planning and delivery (on site in the NCTD) of Sprinter recovery program after it was shut down due to concerns related to brake rotor issues. Sean worked closely with NCTD, the CPUC and the FRA to ensure that suitable replacement rotors were sourced and tested in accordance with all regulatory requirements which included writing the test plan specifications and overseeing the on track testing leading to the signoff and acceptance of the replacement rotors by NCTD, CPUC and the FRA. While at ScotRail, Sean was the Head of Engineering. In this role he was responsible for all safety aspects of the maintenance department and ensuring compliance with the Safety Management System.

### **DCTA MANAGEMENT TEAM**

Our Management team includes a dedicated resource of a Manager of Operations, Safety and Training. This person will support Tom Tulley in all aspects of safety

### **Confidential – Manager of Operations, Safety and Training**

Our proposed Manager of Operations, Safety and Training has 20 years in the rail industry including roles as switchman, brakeman, conductor, and locomotive engineer. From this operational level to senior management roles, our candidate has gained a comprehensive knowledge and experience in the application of technology, regulations, rules, training, and safety measures. As Chief Safety Officer for two commuter railroads, responsibilities included

classroom training instruction on operations, regulations, safety, and General Code of Operating Rules for engineers, conductors, maintenance of equipment employees (MOE), and maintenance of way employees (MOW), along with overseeing the daily operations and dispatch of joint commuter / freight corridors.

In addition to the overall safety and operational responsibilities, each of our local DCTA managers has specific safety responsibilities for their area of operations. Roles and responsibilities for safety and regulatory compliance are provided in the table below:

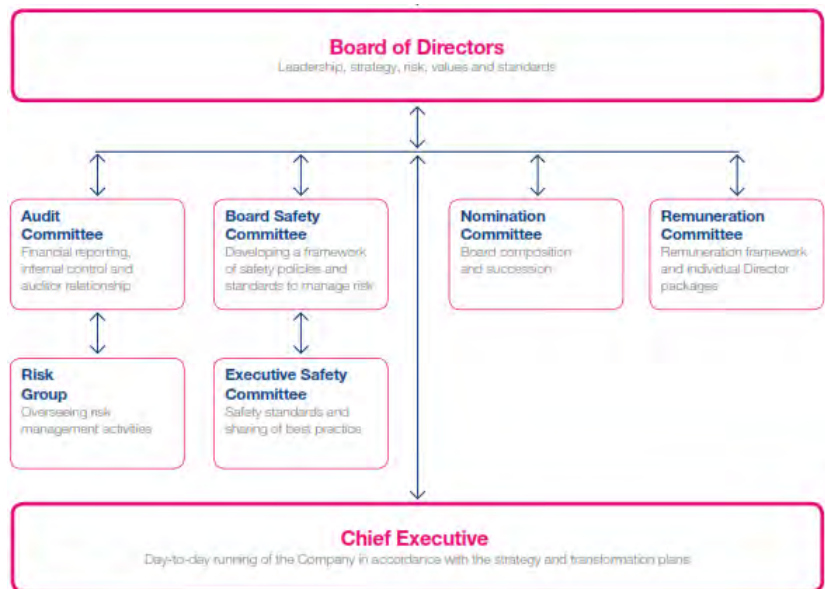
Role	Responsibilities for Key Staff
General Manager (GM)	Directs the daily oversight of operations and dispatch for passenger train service. Provides a safe working environment and ensuring that the required policy, procedures and processes are in place to deliver an operation that is safe and complies with all safety and regulatory requirements. Provides analysis of statutory and regulatory provisions involving Title 49 for senior management within the organization and makes recommendations to the client with the implementation and creation of programs, system training requirements, waivers and petitions, operating procedures and process management. Daily coordination with mechanics to ensure train set needs are met prior to daily service. Determines budgetary needs for the day to day operations and future growth. Review conditions of rail and rail equipment and provide guidance and direction for operations supervisors. Develops train schedules based on passenger needs, capacity, equipment and budgetary constraints to ensure the highest safety and quality for the riding public. Determines benchmarks and review/assist with overall scope of operations, to adopt new and existing methods, procedures and techniques in order to accomplish standards for efficient revenue service. Ensure that projects are on time and comply with federal mandates. Takes the lead on controversial issues and adjusts activities in the event of delays to achieve timetable requirements needed to continue progress.
Operations Safety and Training Manager	The operations supervisors will validate compliance of all safety and regulatory requirements and qualifications through direct contact and safety briefings with all train crew. Verifies and maintains the hours of service logs. Performs field audits and documents in accordance with 49 CFR 217 requirements. Directs dispatchers and crews in the event of incidents that impact service and provide guidance to mitigate service disruptions. On scene coordinator, with the manager of safety working with first responders and providing assistance for crews and passengers. Provides GM with working analysis of day to day operations to improve the overall efficiency of rail operations training. They will develop and deliver all training to Train Crews and management staff to ensure compliance with all safety and regulatory requirements.



Role	Responsibilities for Key Staff
Maintenance and Quality Manager	To promote a safe working environment and provide training programs on state of the art repair equipment and procedures. Direct supervision of mechanical forces and labor crafts. Enforce blue signal protection programs in shop areas. Ensure the sustained culture and understanding as it applies to safety in the workplace. Continuously monitor and evaluate safety goals based on historical data, audit programs and continuous desire to improve processes. Develop and maintain partnership programs with labor to ensure ownership in process development and foster team-oriented standards that are in keeping with a proper safety culture.
MOW Manager	Coordinate construction team with maintenance to confirm regulatory and safety compliance Respond to emergency incidents as required, 24 hours a day, 7 days a week Continually strive for system improvements while maintaining First best practices. Maintain track conditions to an FRA Track 4 standard Manage all MOW requirements including inspections and required maintenance of track, switches, signals, right-of-way, road crossings, culverts and drainage, other right-of-way facilities
Dispatchers	Monitors and directs the movements of trains. Guide and track several trains at the time ensuring overall safety of rail operations. Keeps travel records, logs and schedules. Personally responsible for movement of trains over a portion of a railroad's division (territory). Communicates directly with train crews via radio and authorize track occupancy. Responsible for traffic control and for communicating changes in typical operations that may affect the flow of traffic (for example, track maintenance a train may encounter).

## FIRST BOARD SAFETY COMMITTEE

First's commitment to safety is evidenced by our cultural safety approach throughout the Group, from our Board of Directors to our local operations staff. Our Board provides safety leadership, strategy, risk mitigation, values and standards, which are reinforced across the Group through the Board Safety Committee.



The Board Safety Committee are our leaders in safety. This is chaired by the Chief Executive, and meets on a monthly basis to review the Group's safety performance and practices, and to approve Group safety policies and procedures. It comprises divisional leaders, Group directors and the Group Safety Director.

## ANNUAL SAFETY CONFERENCE

FirstGroup conducts an Annual Safety Conferences for senior managers and safety professionals from around the world to meet and discuss safety programs, assemble new ideas, and enhance current practices for future success. The DCTA service will be fully supported by First and our company resources, both through our on site management team, executive oversight, and within our network of FirstGroup safety professionals.

## *Safety Management System*

First's experience in developing and implementing Safety Management Systems (SMS) is derived from our successful Safety Culture and safety programs in the rail industry. We already operate across many diverse systems, from small (100) to very large (5000+) employee companies, which include commuter, high speed, and light rail operations.

Our SMS integrates the full contractual requirements of our clients and is scaled appropriately to meet the needs of our individual operations to:

- Minimize Safety Risks
- Ensure Regulatory Compliance
- Improve operational performance through safety performance monitoring

Our SMS encompasses operations, safety, health, and security processes, and compliance with applicable FRA, TxDOT, OSHA, and APTA standards and regulations. It is consistent with DCTA's System Safety Program Plan, the System Security and Emergency Preparedness Plan, and the Passenger Train Emergency Response Plans. The SMS is based on our successful Plan, Do, Check, Adjust, which is used to minimize safety risks. First's SMS has the added benefit of often reducing financial risk as well as delivering successful safety.

## MINIMIZING RISKS

### **Safety Action Plan**

When mobilizing a new contract First commissions an independent Safety Audit, to ensure particular needs of the contract. This includes undertaking a review and implementation of training needs, operational and security requirements, and safety awareness and Injury Prevention activities.



## Hazard Identification

The use of Hazard Identification (HAZID) and Hazard Operability (HAZOP) tools ensures adequate controls and mitigations are identified to reduce risks in our operations. Risk events are evaluated from low to high frequency, and compared to similar operations through accumulated data.

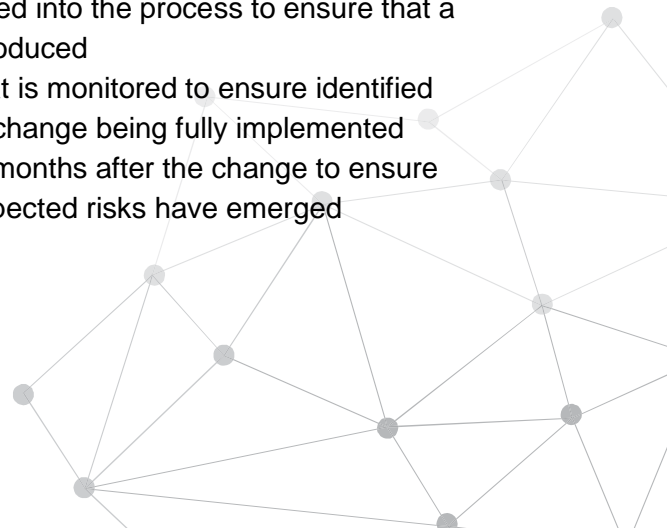
Both the HAZID/HAZOP will be implemented during mobilization activities and in on-going reviews. Templates from current First operations will be used to proactively review DCTA data, in terms of crossing incidents, the number and types of crossings, train speeds, train crashworthiness, and types of injuries data. This information will be used to estimate the risks on the DCTA network, and any extension of services. Any identified risks will be thoroughly reviewed, with appropriate controls put in place to minimize risk, such as staff training, comprehensive handover/ hand back processes, crossing design, or public awareness initiatives. In addition, First has developed historical data indicators to develop SMS components for rail safety, which provides benchmarks for improvements at each of our operations.

First's safety practices are cross-functional and require input from all service aspects to ensure an in-depth understanding of our Safety Culture. This also provides detailed training to our managers and staff to rapidly build an understanding of the operation and SMS development.

## CHANGE MANAGEMENT

First incorporates detailed processes to ensure understanding of risks that may arise from changes to the company operation, organization, infrastructure, and fleet/engineering. The degree of the change determines the extent of the review process and method of safety validation, such as Common Safety Method Risk Assessment and Evaluation or local validation of lower risk changes. At the local level Change Assurance processes will require all proposed changes to be scrutinized prior to implementation to avoid or control the introduction of any new or potentially increased risk:

- The process identifies any changes to individual responsibilities, training or procedures that are necessary to enable change to be introduced without increased risk. Where possible and practicable, business risks are integrated into the process to ensure that a coherent strategy for implementing the change is produced
- A Risk Log is created, generating an Action Plan that is monitored to ensure identified risk controls are in place and managed, prior to the change being fully implemented
- A post-implementation review is conducted several months after the change to ensure that safety has not been compromised and no unexpected risks have emerged



## 2. Approach to Safety Compliance

*The offeror shall explain their approach to safety compliance, existing federal regulations, and proposed rule making.*



### Achieving Operational Safety Compliance

First has an unwavering commitment to safety and regulatory compliance in all aspects of rail operations and maintenance. Regulatory safety compliance is the driving force of our SMS, and is the center of our safety perspective and approach, which is assured through our relentless application of defined procedures and process. These processes create our “Safety Culture”. They are enhanced by relentless audits and employees trained to be their “brother’s keeper”. Visual safety boards, safety briefings, alerts and awareness training permeate our core.

First is strongly positioned to operate the A-train services for DCTA. With established best practices in rail operations, and our existing nationwide transit services, we demonstrate our capability to operate consistently, and in full compliance with safety and security expectations. We deliver safety performance every day, with all staff fully engaged in operational safety and participation in our Injury Prevention Program (IPP).

First’s diverse portfolio of rail operations enables our team to be well versed in all regulatory disciplines. Our management team and executive support personnel have developed a collaborative and engaging approach to regulatory compliance within all facets of the railroad industry. First’s DCTA management team, including Tom Tulley and our proposed Operations, Safety and Training Manager, will utilize their decades of expertise to ensure the successful safety of your railroad operations, with the added support of First’s executive rail industry leaders.

Overseen by Tom Tulley in his role as Director, First implements a rigorous Safety and Regulatory Compliance Oversight and Assurance Program that will ensure our DCTA Operations Team strictly adheres to and exceeds all safety, regulatory, and First safety requirements. DCTA safety compliance will further be supported by our proposed Operations, Safety and Training Manager, for comprehensive safety in railway operations.

Establishing a positive safety culture requires more than just compliance with regulatory requirements. Our management team will “live and breathe” safety as part of their day to day work and contact with staff. This will be seen through:

- During induction training when individuals are initially employed
- Establishing regular safety topics – mentioned to staff as they start each day
- Through use of viz boards highlighting safety incidents and issues
- Through the Injury Prevention program (as described earlier)
- As part of normal employee briefing cycles
- Through regular safety tours of the OMF and other parts of the property;
- Regular checks on PPE compliance
- Through “tool-box” talks in the workshop
- By means of normal Management/Staff safety conversation processes;
- As part of the staff development discussions.

Below we provide more detail on our overall compliance and assurance.

### *First's Safety Compliance Plan*

First is dedicated to an inclusive culture of safety for our employees, our clients, and the communities we serve. From our Executive Rail Team to our local managers, First will provide comprehensive safety compliance and system safety program plans for all aspects of operations, dispatch and maintenance requirements.

Our team's combined knowledge includes expertise with Federal Railroad Administration (FRA)'s statutory rulemaking authority and the Rail Safety Advisory Committee (RSAC) rulemaking process. In addition, First will leverage our collective team's memberships with APTA and the Association of American Railroads (AAR) to maintain and exceed compliance with all applicable regulations and established industry best practices, such as the APTA Passenger Rail Equipment Safety Standards (PRESS). Our team also possesses extensive experience participating in multiple APTA Commuter Rail Safety Management Program audits.

First is aware that The Federal Transit Administration (FTA) is committed to building a 21st century safety regulatory program with Safety Management Systems (SMS) as its foundation ([http://www.fta.dot.gov/tso\\_15176.html](http://www.fta.dot.gov/tso_15176.html)). First has significant experience of developing, implementing and maintaining safety management for rail systems. First's transportation

services have included the operation of all forms of rail transit systems (freight, commuter, and light rail). First is a fully licensed operator and complies with both the European Safety Directive (2004/49/EC - <http://orr.gov.uk/what-and-how-we-regulate/health-and-safety/regulation-and-certification/european-railway-safety-legislation>) and UK safety legislation, Railways and Other Guided Transport Systems Regulations 2006 (ROGS - <http://orr.gov.uk/what-and-how-we-regulate/health-and-safety/regulation-and-certification/rogs>). These institutions provide the regulations for rail safety.

## Meeting the Safety Requirements

In coordination with DCTA, our Site Safety Plan will ensure full compliance with all required FRA regulations pertaining to the operations, most of which are addressed under the Code of Federal Regulations Title 49 Parts 200-299. During mobilization, First will incorporate the required contract deliverables (CDRL) and key elements detailed below into our DCTA A-train safety plan:

### 49CFR, §217 Railroad Operating Rules (CDRL 4.16.1.1)

Critical to the safe operation of any railroad is a solid foundation of operating rules. For compliance with 49 CFR, §217, First will utilize the General Code of Operating Rules (GCOR), Air Brake and Train Handling Rules, Employer Safety Rules, and System Special Instructions. Programs for specific compliance with §§217.9 and 217.11 will be submitted to FRA. §217.9, Program of Operational Testing, will include a guide of specific instructions for field supervisions, monthly, quarterly, and annual requirements, and a review process to analyze the program to ensure it ties directly to any incidents and accidents that may have occurred on the property. A program outlining the plan for initial and recurring training for all employers governed by these rules will be submitted to FRA for compliance with §§217.11 and 218.95 (Operating Practices).

### 49CFR, §219 Control of Alcohol and Drug Use (CDRL 4.16.1.2)

A program for the Control of Alcohol and Drug Use under §219 combined with §40 (Testing) will be implemented. All employees performing covered service will be subject to the programs. The programs will contain provisions for both random, reasonable cause and post-accident testing. All supervisors will participate in the programs for the purpose of oversight, as well as those subject to emergency relief for covered employees. All supervisors will be trained in signs and symptoms to help with recognition of affected employees in safety-sensitive positions.

As FRA requires specific reporting for certain incidents and accidents, approved forms for each will be provided with instructions for all individuals who will be required to fill out the applicable form. Policy for each example of incident will be clearly defined for both supervisory and operating craft employees. Incidents meeting the required reporting threshold of \$10,500 (as of 1/1/15) will be reported to FRA. Incidents not meeting the threshold will also require documentation, primarily for the purpose of continuous improvement.

#### 49CFR, §239 Emergency Preparedness (CDRL 4.16.1.4)

A plan for Passenger Train Emergency Preparedness will be submitted for approval, and reviewed in accordance with §239. The plan will be developed with the purpose to reduce the magnitude and severity of casualties in railroad operations as described in the regulation. The plan will include, but not be limited to:

- Identification of potential types of passenger train emergencies
- Passenger train emergency planning and coordination
- Employee training; Assignment of responsibilities
- Emergency Responder training
- Facility response training and mock emergency drills
- Recovery or continuity of service

#### 49CFR, §240 Qualification/Certification Locomotive Engineers (CDRL 4.16.1.5)

First will ensure compliance with Locomotive Engineer Certification. All engineers will first meet the safety and medical requirements as identified in the regulation. Initial and recurrent training as described in the Program for §240 as submitted to and approved by FRA will be conducted by experienced Supervisors of Locomotive Engineers. Initial training for locomotive engineers will include all requirements of the regulation, and recurrent training will include any changes as they are made. All training will be performance based, with knowledge testing requiring a score of 85% to pass. Engineers will be required to carry their certificate at all times when on duty.

Engineers will receive annual operational performance monitoring, and on their required recertification cycle they will receive a skills performance evaluation. Both will be conducted by an on-board observation by a Supervisor of Locomotive Engineers. To supplement these evaluations, event recorder data will be analyzed by a Supervisor of Locomotive Engineers on a random basis.

#### Close Call Reporting (CDRL 4.16.1.6)

Confidential Close Call Reporting will be implemented to attempt to identify developing trends, or potentially unsafe behavior of and by employees in safety sensitive positions. The program will be voluntary as well as confidential, including questions such as:

- What were you doing immediately prior to the close call encounter?
- What did you notice that made you think a problem was developing?
- What factors contributed to the incident (weather, equipment, human factor)?
- Was there anything unusual about this shift or assignment?
- Did anything prevent you from performing a task?
- What if anything prevented the incident from becoming more serious?

A team comprised of the employees' peers will review the information, conduct a follow-up interview, and determine what, if any corrective action can be implemented without placing the reporter in a position to be identified, or subject to retaliation.



### **Environmental Hazard Procedures/Policy (CDRL 4.16.1.7)**

At First, we are committed to providing our clients, passengers, and communities with reliable and, conscientious service. We believe public transportation plays a significant role in the sustainability of our neighborhoods and businesses. It provides access to schools, health care services, shopping, social activities, and more. It does this in ways that are cleaner, safer, and more efficient than ever before. We don't just provide transit service to communities—we are vital members of those communities. Our employees live and work alongside the very people, schools, and businesses we serve. That's why it is so important that we conduct business in ways that support and enrich our communities. Environmentally, we continue to improve on the technologies, processes, and procedures that lessen our carbon footprint and help promote cleaner, more fuel-efficient vehicles and services. Socially, we believe in making a positive impact on our world each and every day through ethical business practices, volunteer efforts, and our support of many charities that create a better world for those in greatest need.

### **International Organization for Standardization (ISO) Certification**

First is committed to environmental protection and the continual improvement of environmental practices. First is pleased to provide environmental services through Strata Environmental Services, Inc. (Strata) for the development, implementation and ability to obtain certification of an Environmental Management System (EMS) in accordance with ISO standards. We support all environmental laws and innovative green business practices to meet or exceed all environmental initiatives, and help achieve ISO certifications.

### **49CFR, §214 Roadway Worker Safety (CDRL 4.16.1.8)**

An annual program for Roadway Worker Protection will be conducted for all employees and contractors working on or near the right of way. The program will cover Railroad Workplace Safety, including a review of all applicable rules. The Operations, Safety and Training Manager will be responsible for validating all material to be included, and to ensure all employees and contractors to which §214 applies receive the required training. Employees and contractors who have not been previously trained will receive a more comprehensive program.

Each employee and contractor receiving the training will be required to retain documentation with them when on or near the track. Upon completion of the training, each participant will be presented with a sticker to be placed on their hard hat or other highly visible article of clothing, or Personal Protective Equipment (PPE) indicating the date upon which they completed the training.

### System Safety Program Plan (CDRL 4.16.1.9)

The safety and well-being of passengers, employees and other workers is important at First. The System Safety Program Plan (SSPP) will guide prevention efforts by identifying the policies, programs and strategies that promote a safe work environment for workers and the public we serve. System safety principles are used to integrate safety into all phases of our business including design, construction, modification and rehabilitation, operation, maintenance and procurement, and that we reduce risk and eliminate, to the extent possible, potentially hazardous activities and conditions. The purpose of the SSPP is to provide a comprehensive description of current safety-related policies, programs and practices that aid in the prevention of and response to accidents, injuries and illnesses. To achieve this, the Program will:

- Provide formal documentation of First's Dedication to safety
- Establish the System Safety Program throughout all phases of the operation
- Provide a framework for implementing safety policy and achieving safety goals and objectives
- Identify our relationship and responsibility with regulatory agencies, operating partners, contractors and organizations that impact system safety
- Comply with applicable Federal and State laws and local codes, ordinances and regulations

Key components of the program include:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Maintenance, inspection and repair of equipment</li> <li>• Facility maintenance; Hazard management</li> <li>• Emergency response coordination and training</li> <li>• Rules and Operational Testing review</li> </ul> | <ul style="list-style-type: none"> <li>• Training and Certification review</li> <li>• Safety data analysis</li> <li>• Employee safety program</li> <li>• Security and environmental management</li> </ul> |
|--|---|



### Hazard Risk Reduction Plan (CDRL 4.16.1.10)

First's Hazard Risk Reduction Plan will revolve around the data captured from the Operational Testing Program, all information will be gathered from reports of incidents and accidents, and employee concerns. Risk identification is the first step in reducing risk. Potential hazards and unsafe conditions are often identified by employees and brought to the attention of fellow workers, supervision and/or management during routine contact, job briefings or safety meetings. Many foreseeable hazards can be resolved through the routine efforts of the employees involved in the work activities or work environment.

A supervisor or manager should promptly address an identified hazard upon notification. If a hazard(s) cannot be addressed at this level, it should be forwarded to senior management and then to the Department Head, if necessary. Whenever an identified hazard or unsafe condition presents an imminent threat to the safety or security of employees or passengers, it is necessary to provide an immediate response, such as protection against, or if reasonable, elimination of the hazard(s). Potential hazards can be identified in a number of other ways:

- Proper design and engineering by trained personnel can identify potential problem areas prior to implementation
- For existing or routine work processes, employees can identify potential hazards and unsafe safe work practices by conducting work site observations, inspections, and audits; performing job safety analyses; developing site-specific safety work plans (SSSWP); and by reviewing regulatory agency inspection reports and customer and employee complaints
- Accidents/incidents may reveal the existence of underlying hazards, which may be identified through accident investigations and utilization of root-cause-analysis principles
- When appropriate, risk assessments to evaluate potential hazards should be conducted.

Consideration should be given to the nature of the work and potential consequences

A Job Safety Analysis (JSA) is a process that can enhance a job's safety by breaking the job into separate steps, identifying the potential foreseeable hazards associated with each step, and deciding on reasonable actions or procedures to minimize those hazards before work is performed. Through proper analysis a course of action is determined for risk reduction or mitigation. Some examples are:

- |   |  |
|---|--|
| • Administrative-job briefings            | • Tool and equipment requirements and operating procedures |
| • Job Safety Analysis; Job procedures     | • PPE requirements   |
| • Engineering controls available/required | • Training requirements                                    |



#### Public Safety Plan (CDRL 4.16.1.11)

First's approach to public safety will addresses crossings at grade, facilities, trespassers, and our customers. Where crossings are equipped with active warning devices, engineers will be required to notify dispatchers immediately upon observing a device that is damaged or malfunctioning. All crossings will be inspected monthly for sight obstructions and vegetation control. Emergency telephone numbers will be posted at all crossings in order to receive public input regarding exceptions at the crossing. Calls will be directed to the dispatcher. The dispatcher will advise trains in the vicinity of potential/existing hazards and summon emergency response personnel if required. All grade crossing incidents must be investigated and reported internally. Each grade crossing incident must be reported to the FRA in the prescribed manner in accordance with CFR §225.19. All facilities will be maintained with an eye for safety for the public. Proper and informative signage will be displayed, complete with contact information for reporting areas of concern. All facilities will conform to ADA requirements. All supervisors will participate in Operation Lifesaver activities as a part of our safety initiatives, and as part of their individual goals.

#### Emergency Response Plan (4.16.1.13)

An understanding of the types of potential emergencies and their related hazards is fundamental to effective training, preparation and response. Typical emergencies include those related to train operation (collisions, derailments, fires, etc.), natural disasters, security emergencies (bomb threats, civil disorder, acts of terrorism, criminal activity, etc.) and chemical spills. The primary concern is to ensure the maximum safety is accorded to our employees and traveling public. This is especially true during emergency situations where the safety of emergency responders is also a concern. In this regard, it is the responsibility of every railroad employee to ensure that our passengers and any others involved in the emergency receive prompt medical assistance, care, and our immediate assistance in safely completing their trip. Emergency responders may arrive at the scene first. The function of First's Emergency Response Plan is to provide comprehensive assistance as necessary under the direction of the senior railroad official, their designee or other local emergency responders present. The National Incident Management System (NIMS) is applicable to all incidents and all organizations who assume a role in emergency management. First will determine jurisdictional policy decisions and have a clear understanding of NIMS to better serve our customers. All front line managers will be trained in NIMS. Primary plan objectives include:

- Preservation of life
- Injury reduction and control
- Expedition restoration of service
- Asset protection against loss
- Assist in any subsequent accident investigation process conducted by the National Transportation Safety Board (NTSB), FRA, and/or other federal or state agencies

Operating crews receive initial, and refresher training in Passenger Railroad Emergency Preparedness and Response Education as part of the recurring training program.

#### 49CFR, §220 (Not specified in Scope of Services)

Railroad communications have become a focus issue as electronic devices continue to play an increasingly more significant role in everyone's lifestyle. Prohibitions, restrictions and requirements that apply to the use of personal and railroad-supplied cellular telephones and other electronic devices will be addressed in a program for all employees. Frequent operational testing will be conducted for all employees in covered service.

### *Safety Performance Monitoring*

Safety Performance Monitoring is a key component of First's SMS, including basic accident and close call reporting, as well as proactive safety performance indicator monitoring. It also enhances safety-related rule compliance projects, which is included in investigations of accidents and incidents, in accordance with our 217 programs.

## EMERGENCY MANAGEMENT AND EVACUATION PLANS

First's working knowledge of potential emergencies and related hazards is paramount to our effective training programs and implementing responses to reduce the escalation of an event. Our primary concern is to ensure maximum safety is provided for employees and riding public, as well as to first responders. It is the responsibility of every railroad employee to ensure that passengers and other individuals involved in an emergency incident receive prompt medical assistance. For passengers not directly impacted, it is imperative that service is resumed as quickly as possible.

The function of First's Emergency Response Plan is to quickly identify and provide comprehensive assistance under the direction of senior railroad officials, their designees, or other local first responders. The plan includes responses to emergencies situations related to train operations (collisions, derailments, fires, etc.), natural disasters, and security emergencies (bomb threats, civil disorder, acts of terrorism, criminal activity, power failures, and chemical spills). Primary plan objectives include:

- Preservation of life
- Injury reduction and control
- Expeditious restoration of service
- Asset protection against loss
- Assist in any subsequent accident investigation process conducted by the National Transportation Safety Board (NTSB), FRA, TxDOT, and/or other federal or state agencies

## NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations (NGO), and the private sector in working together seamlessly and managing incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, loss of property, and harm to the environment. NIMS is the essential foundation to the Emergency Preparedness Plan and System Safety Program Plans. It provides the template for the management of incidents and operations in support of all five National Planning Frameworks.

First will incorporate the NIMS system and provide the following:

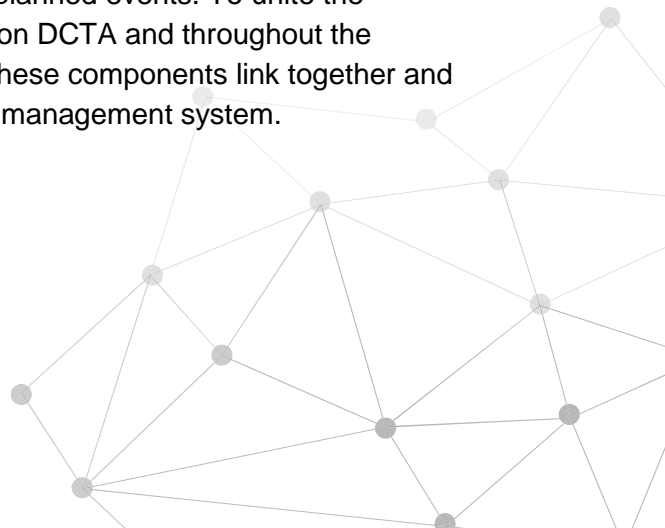
- Comprehensive, nationwide systematic approach to incident management
- Core set of doctrine, concepts, principles, terminology and organizational processes for all hazards
- Essential principles for a common operating picture and interoperability of communications and information management
- Standardized resource management procedures for coordination among different jurisdictions and organizations
- Scalable and applicable for all incidents

The key benefits of NIMS:

- Enhances organizational and technological interoperability and cooperation
- Provides a scalable and flexible framework with universal applicability
- Promotes all-hazards preparedness
- Enables a wide variety of organizations to participate effectively in emergency management/incident response
- Institutionalizes professional emergency management/incident response practices

### NIMS Components

Built on existing structures, such as the Incident Command System (ICS), NIMS creates a proactive system to assist those responding to incidents or planned events. To unite the practice of emergency management and incident response on DCTA and throughout the country, First will focus on five key areas, or components. These components link together and work in unison to form a larger and comprehensive incident management system.



NIMS Components include:

- Preparedness
- Communications and Information Management
- Resource Management
- Command and Management
- Ongoing Management and Maintenance



## ACCIDENT & INCIDENT PREVENTION

In all First operating contracts, all accidents and incidents are reported and investigated to identify the root and contributory causes. Our goal is to learn from the event, take appropriate actions, and minimize future risk for continuous improvement of operational safety.

Our managers are responsible for performing a thorough and accurate investigation to identify the root causes and take action to prevent reoccurrence, with results reported to the safety team. First safety teams perform quality checks and use the information for trend analysis in both the individual location, and in comparison with other operations to promote best practices. Investigations are supported by our Executive Rail Team, as required.

A clear distinction is made between reporting and subsequent investigation, and discipline. This has encouraged a high reporting rate compared to companies who exhibit a 'blame culture.' An employee who exhibits willful disregard of safety rules will receive disciplinary action.

### Case study – Fatigue Risk Management

 <p>OVERVIEW</p>	<p>First operated Great Western Railway is committed to managing the risks associated with fatigue with Train crews, to ensure compliance with regulatory Requirements and legal obligations, which are more stringent than current U.S. regulations.</p>
 <p>PROBLEM</p>	<p>The Office of the Rail Regulator (ORR) was contacted by HST Locomotive based at Exeter. They were concerned with the possibility of personal fatigue when working the return trip from Paddington to Exeter St David's. This trip was worked after an overnight Sleeper service between Exeter St David's and Paddington.</p> <p>There were intense emotions on this throughout the business – with opinions about fatigue, based on personal experiences, or third party anecdotal information. Given that there is no actual 'measure' to determine whether a person is fatigued, or to what degree, it was important to engage with Engineers to understand the real issues in respect to fatigue.</p>

## Case study – Fatigue Risk Management



SOLUTION

It was clear that while there was much work needed to be able to demonstrate compliance, we weren't actually starting with a 'blank piece of paper'; it was decided to approach this as a Safety Improvement Project.

To gain as much information as possible from our Engineers, a number of Fatigue Management Workshops were set up for each of our Train crew sign on locations. Separate workshops were held for local union representatives with line managers in attendance, and then for our First line managers and partners. This approach was extremely productive. Issues raised by local representatives were not always in line with the issues raised by Engineers they represented. This enabled us to interact directly with a significant percentage of the total workforce. During these events, we also canvassed the attendees to promote an Engineer Fatigue Questionnaire among their peer group. This survey took place over two months and achieved a 48.3% return rate. The feedback was shared with our train crew teams and helped to form the basis changes, including a complete roster link structure change at Exeter. This was supplemented by changes on High Speed Service, London Thames Valley and West timetables. These changes were made and feedback obtained through fatigue workshops. Project rationale and progress has been shared with other First Group Operations, creating a new business standard and enhancing overall safety of operations which exceeds regulatory requirements.



RESULTS

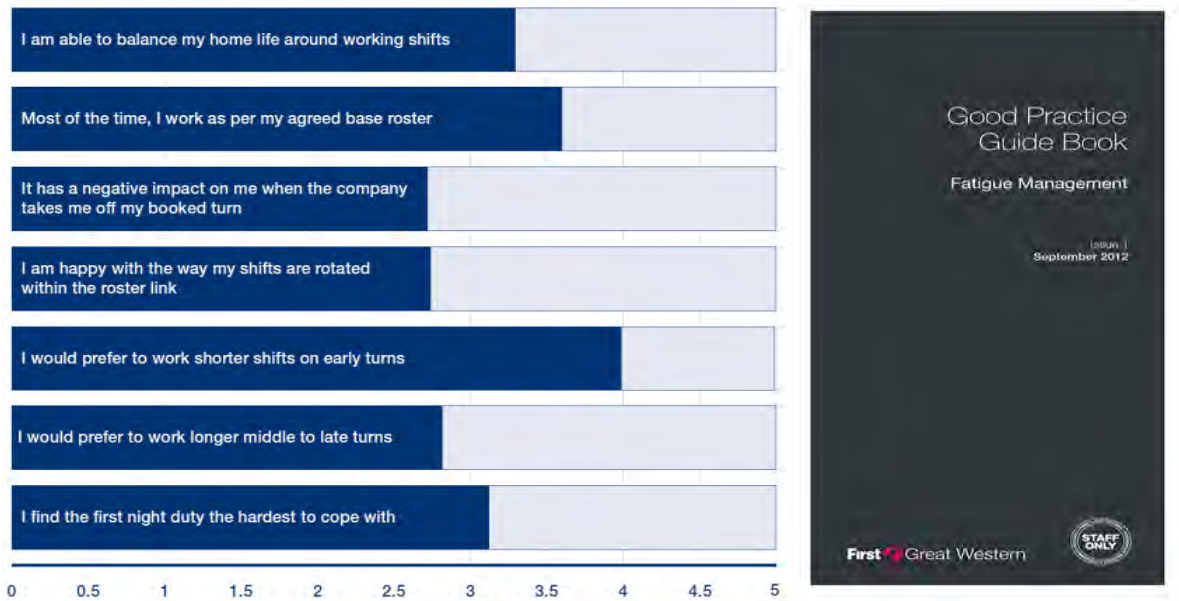
From audits and reviews undertaken, results have indicated enhancements to the safety culture and the industry is informed and engaged with fatigue risk management



LESSONS  
LEARNED

It was clear at the time that everybody had an opinion about fatigue, based largely on their own personal experiences, or third party anecdotal information. Through staff engagement we introduced a substantive Fatigue Risk Management system, supported by a new Safety Management Procedure. This joint approach reinforced our aspiration of engagement with our Safety Critical Workers. We ensured our supervisors that managing risks associated with fatigue was not about 'stopping the show' and that fatigue was not an illness. It was important that all parties understood the potential short and longer term effects of working shifts and how fatigue impacted overall safety.





## 49 CFR 220 SUBPART C, PERSONAL ELECTRONIC DEVICE (PED) PROCEDURES

First strictly prohibits the use of electronic devices while operating trains, except in the event of defined emergency. **We strictly enforce 49 CFR 220 subpart C. First has a zero tolerance policy in regard to use of personal electronic devices (PED) during service.**



The use of personal electronic devices is also prohibited for all employees performing other non-operating safety critical activities. Compliance is monitored by visual checks by operating managers using unobtrusive monitoring, including CCTV and by reviewing (with their permission) personal mobile phone records, if required as part of an accident or incident investigation.




## Operation Lifesaver

First firmly believes that rail safety education can, and does, save lives. Injuries and fatalities that occur at highway-rail crossings or on railroad property are a real, but often preventable, problem. Few people realize that in America, a person or vehicle is hit by a train roughly every three hours.



First fully supports the initiatives put in place by Operations Lifesaver, a non-profit organization providing public education programs in all 50 states. Their goal is to prevent collisions, injuries and fatalities on and around railroad tracks and highway-rail grade crossings.

In our current operations, as highlighted in the case study below, we have worked with local schools to teach the importance safety on the line.

### Case Study – GWR Drivers Present Railway Safety in Schools

 <p>OVERVIEW</p>	<p>After a near miss incident involving two young children who were trespassing on the right of way, two First employees developed a program of grade school visits to highlight the dangers of an active railway line in a way that does not frighten, but engages with young children.</p>
 <p>PROBLEM</p>	<p>Geraint, an Engineer who works for GWR, was operating a High Speed Train Locomotive and had a near miss with two small children who had found their way onto the gauge of the rail. The children were 8 and 5 years of age. Our Engineer initially believed that he had struck and killed them. Fortunately they were not, but this was a near miss that so easily could have become a tragedy for the children, family and friends, and for Geraint. The incident had a huge effect on Geraint. He came to terms with it with support from his Training Manager, Ian who worked in the same location.</p> <p><b>Train driver Geraint Llewellyn takes safety message to schools after near-miss</b></p> <p>© 6 July 2012   South West Wales</p> <p>A train driver who narrowly missed hitting two young children having a picnic on a railway is taking his safety message to schools.</p> <p>Geraint Llewellyn drives First Great Western trains between Swansea and London.</p> <p>He said he was left "traumatised" after braking at 90mph after spotting two boys eating a sandwich and drinking pop close to the line at Briton Ferry.</p> <p>He only knew for certain he hadn't hit them after speaking later to police.</p> <p>Mr Llewellyn, 33, who has been a driver for 11 years, said he was left shaking and unable to drive the train after the incident two months ago.</p> <p>He came up with the idea for the awareness campaign with his manager Ian Rowlands.</p> <p>He visited Ysgol y Ferch o'r Sger in North Cornelly, Bridgend, on Friday, which included a DVD presentation from British Transport Police (BTP).</p> <p>Pupils were also asked to design safety posters as well, which will be put on display at Swansea station.</p> <p>They will visit Swansea railway station next Friday for a first class train ride, where they will see inside a train driver's cab.</p> <p>Mr Llewellyn and Mr Rowlands hope to expand the scheme to include other schools.</p> <p>Mr Llewellyn said: "The near miss happened two months ago at Briton Ferry. It was very traumatic, especially as I'm father with two children of a similar age."</p> <p>It looked like to me like they were eating a sandwich and having a drink</p> <p>Geraint Llewellyn, Train driver</p> 

## Case Study – GWR Drivers Present Railway Safety in Schools

 <p><b>SOLUTION</b></p>	<p>Through conversations with Ian, Geraint came up with the idea to use this awful event in his life for the good. He wanted to try and help prevent children getting injured or killed on the railway in the future. They decided that the best way of doing this was to organize visits to local grade schools to talk to children about railway safety, and prevent children from getting injured or killed on the railway. While others had targeted schools before this had mainly focused on high school kids. Nothing had been done to address rail safety at the grade school level.</p> <p>The plan they came up with was to persuade principles to let them have an hour and a half at a special assembly to talk with and interact with the children about the railway. Part of the session is the design of posters about railway safety. The child who designs the “best” poster then wins their whole class a special visit with Great Western. The children have a trip to their local station, where they learn about platform safety. They are shown the driving cab of a HST, then take a short First Class trip on the train where they are given fun packs and lots to do and talk about on the journey.</p>
 <p><b>RESULTS</b></p>	<p>This program has been so popular that school teachers are now calling them up to request visits, having heard from colleagues how popular it has been with their pupils. The children especially love talking to ‘real train drivers’ and have asked some very interesting, and sometimes surprising questions!</p> <p>Geraint and Ian have subsequently won two awards:</p> <p>2013 National Rail Awards - Outstanding Personal Contribution: Winners</p> <p>2013 CILT National Transport Awards for Wales - Innovative Solutions: Winners</p>
 <p><b>LESSONS LEARNED</b></p>	<p>This is not the sort of innovative solution where statistics can show an immediate or long term improvement. It is however, the sort of scheme that will change behaviors for life. The children positively influenced by Ian and Geraint’s program will understand about railway safety and will teach their own children of the dangers. This is why it is resonating so well with local and national politicians and why, from a near tragic incident, we have now have the prospect of railway safety being taught to all grade school children.</p> <p><a href="http://www.bbc.com/news/uk-wales-south-west-wales-18733509">http://www.bbc.com/news/uk-wales-south-west-wales-18733509</a></p>



## *Track Access Safety*

First's safety plans take into consideration that the most dangerous tasks of a rail operation are those performed on and around the railroad, which is why we have strict enforcement of rules along with detailed work planning. This aspect of safety includes identification of potential hazards, consequences, and risks followed by identifying the safest way to control and mitigate risks to complete tasks. First's planning process is key to ensuring that only trained people are exposed to the risk, know the appropriate methods to mitigate risk, use the correct equipment, and achieve safe methods for work. Our team will effectively coordinate with all departments for oversight of the process, ensure appropriate lines are blocked, and implement necessary procedures to maintain the safety of the DCTA service.

Access to track will be strictly controlled by a Designated Person (DP) or the Employee in Charge (EIC) who maintains exclusive access authority of the work area, ensuring only the right persons, materials and equipment are being used and that the work activities are planned to be undertaken safely. Additionally, all staff are encouraged to challenge practices that they believe may be unsafe and stop work to address concerns, if required, to implement appropriate safety measures.

## *APTA Industry Standards*

The American Public Transportation Association (APTA), plays a major role in creating active working structures and standards in the public transportation industry. Through its policy and planning committees, APTA focuses on the development of consensus-based standards to achieve operational efficiencies and safety improvements in services, facilities, and vehicles.

Industry structures supported by APTA include:

- Standards – A generally accepted practice, method, or prescribed manner by which something is achieved by authority as a rule, measure of quality, or value
- Recommended Practices – An established or usual way of doing something usually based on repeated actions or widely established processes
- Guidelines – General options on how to accomplish the task at hand

Tom Tulley, as a member of APTA, assisted in the development of Federal Public Transportation law for multiple transportation modes. As General Manager for DCTA, he will ensure that all best practices and industry standards are incorporated into the safe operation and maintenance of the A-train.



Key APTA Operating Practices include:

- APTA-RT-OP-S-001-02 Rev 2 Rulebook Introduction and Authority
- APTA-RT-OP-S-002-02 Rev 2 Rail Transit Accident/Incident Investigation
- APTA-RT-OP-S-003-02 Rev 1 Safe Operations in Yards
- APTA-RT-OP-S-004-03 Standard for Work Zone Safety
- APTA-RT-OP-S-005-03 Rev 2 Operations Control Centers
- APTA-RT-OP-S-006-03 Standard for Rail Transit Signals Operating Rules
- APTA-RT-OP-S-007-04 Rev 1 Standard for Rail Transit System Emergency Management
- APTA-RT-OP-008-04 Rev 1 Recommended Practice for Customer Relations
- APTA RT-OP-RP-009-04 Rail Transit System Station Procedures
- APTA-RT-OP-S-011-10 Rule Compliance
- APTA-RT-OP-S-012-04 Standard for Rail Transit System Train Operations Safety Program
- APTA-RT-OP-S-013-03 Rev 1 Standard for Training of Rail Operating Employees
- APTA-RT-OP-S-014-04 Rev 1 Standard for Train Operating Employees Reporting to Work
- APTA-RT-OP-S-015-09 Standard for Train Operator Hours of Service Requirements
- APTA-RT-OP-S-017-11 Electronic Device Distraction Policy
- APTA-RT-OP-S-018-12 Fitness for Duty (FFD) Program Requirements
- APTA-RT-OP-S-019-14 Rail Transit Operations Supervisor Program Requirements

## Compliance with Federal Regulations

### *Existing Federal Regulations*

Tom Tulley, General Manager for the DCTA contract has over 20 years of rail regulatory experience including 13 years with the FRA. Tom's responsibilities have included implementation of safety programs that comply with the following CFRs applicable to commuter rail operations, as well as Positive Train Control (PTC).



The following statutes are applicable to commuter rail operation:

CFR	Operations
213	Track Safety Standards
214	Railroad Workplace Safety
216	Special Notice and Emergency Order Procedures: Railroad Track, Locomotive and Equipment
217	Railroad Operating Rules
218	Operating Practices
219	Control of Alcohol and Drug Use
220	Railroad Communications
221	Rear End Marking Device—Passenger, Commuter and Freight Trains
222	Use of Locomotive Horns at Public Highway-Rail Grade Crossings
225	Railroad Accidents/Incidents: Reports Classification, and Investigations
228	Hours of Service of Railroad Employees; Recordkeeping and Reporting; Sleeping Quarters
229	Railroad Locomotive Safety Standards
231	Railroad Safety Appliance Standards
233	Signal Systems Reporting Requirements
234	Grade Crossing Safety
235	Instructions Governing Applications for Approval of a Discontinuance or Material Modification of a Signal System or Relief from the Requirements of part 236
236	Rules, Standards, and Instructions Governing the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems, Devices, and Appliances
237	Bridge Safety Standards
238	Passenger Equipment Safety Standards
239	Passenger Train Emergency Preparedness
240	Qualification and Certification of Locomotive Engineers
241	United States Locational Requirement for Dispatching of United States Rail Operations
242	Qualification and Certification of Conductors
243	Training, Qualification, and Oversight for Safety-Related Railroad Employees

## *TxDOT Program Standards*

The FRA regulations are enforced in coordination with state agencies as certified agents of the FRA, per 49 CFR Part 212. Texas Transportation Code, §455.005., Rail Fixed Guideway Mass Transportation System Safety Oversight designated TxDOT as the responsible State Safety Oversight Agency (SSOA) for implementing and administering 49 U.S.C. 5330 and meeting the requirements of 49 CFR, Part 659.

With respect to rail transit, TxDOT's Rail Safety section is recognized as a Participating State Rail Safety Program by the Federal Railroad Administration (FRA) per 49 CFR Part 212. All rules and regulations pertaining to railroad operation in the State of Texas falls under the:

- State of Texas Transportation Code Subtitle Z Chapter 471, Railroad and Roadway Crossings
- Texas Administrative Code Title 43, Part 1, Chapter 7, Sub-Chapter D, Rail Safety

First fully cooperates with agency requirements through our Safety Management System, which is championed by our Safety and Training teams.

## *OSHA Requirements*

First enforces all federal rules governing workplace safety and health through the implementation of OHSAS 18001:2007. Our safety programs, risk analysis and mitigation, and reduction of safety hazards are in full compliance with occupational and public safety regulations. First's knowledge and competency of OSHA requirements will ensure full compliance is enacted through our Safety Management System.

## **OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SERIES (OHSAS)**

First has adopted OHSAS Standard 18001:2007 for our rail operations, which was specifically developed for compatibility with ISO 14001, environmental management system and ISO 9001, quality management system standards. First's participation provides integrated service quality with environmental and occupational safety and health management systems.

First adopted OHSAS 18001 in 2003 and began implementation throughout all sites worldwide to improve health and safety practices, employee safety awareness, management reporting, and reduced costs. Since its implementation, this program has significantly improved First's workplace safety record and performance at all our sites.

Mandatory elements of OHSAS 18001:2007 include the following key areas:

- HSE Policy
- Hazard identification, risk assessment and risk control
- Legal and other requirements
- Objectives, targets and programs
- Evaluation of compliance
- Monitoring and measurement
- Resources, roles, responsibility and authority
- Training, awareness and competence
- Communication, participation and consultation
- HSE documentation
- Control of documents
- Operational control
- Emergency preparedness and response
- Accidents & incident investigation, nonconformity and corrective action
- Control of records
- Internal audit
- Management review

These elements form the minimum requirements for our Safety Management Systems across all our rail activities. For example, our TransPennine certification brings an extra level of oversight and governance by our managers and our own internal auditors. First's commitment is to achieve OHSAS 18001:2007 certification for DCTA Operations within 18 months of NTP.

## OSHA – ACCIDENT AND INJURY PREVENTION

Our approach to safety management provides continuous improvement in safety performance through competent

personnel who are committed to a safety culture and who are supported by comprehensive management and communication arrangements. We recognize that the development of a culture supportive of health and safety is necessary to achieve adequate control over risks and deliver excellence in safety performance. In addition to providing a Safety Action Plan, First will implement our Injury Prevention (IP) Program to enhance our safety culture and support delivery of the system throughout the DCTA service.

# Injury Prevention

If you cannot do it safely, don't do it

## Training

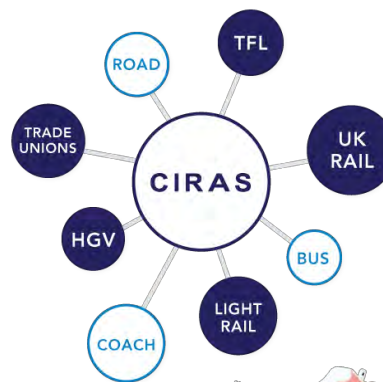
First staff receive initial, and refresher training in Passenger Railroad Emergency Preparedness and Response Education (NIMS) as part of our recurring training program. Emphasis will be placed on safety procedures for the employee's department, as well as its relation to DCTA system safety as a whole. Operating crews will participate in regular "Table Top" and live simulation drills to reinforce operability of the plans and ensure employee knowledge

## Confidential Close Call Reporting System (C3RS)

C3RS is a Federal Railroad Administration (FRA)-sponsored voluntary program allowing railroad carriers and their employees to confidentially report close calls. The program provides a safe environment for employees to report unsafe events and conditions. If certain conditions are met, employees receive protection from discipline and Federal Railroad Administration (FRA) enforcement. Railroads also receive protection from FRA enforcement for events reported within C3RS. When implemented, this close call reporting system will serve to both capture data that would otherwise not be captured. First will work with DCTA if they choose to participate in this program. First's Experience of Confidential Reporting Systems

Our rail operations have been using the confidential incident reporting and analysis system, CIRAS, since 1996. CIRAS is similar the Confidential Close Call Reporting System (C<sup>3</sup>RS). It ensures close calls, general safety, health or other concerns are captured internally and investigated to a successful conclusion. It is an independent confidential reporting system. Staff can speak without their identify known or risk of it being shared.

Across the transportation industry, CIRAS works to enhance the opportunity to learn from events through their engagement program, newsletters and website. They share any lessons learned and corrective actions taken, CIRAS is open to all transport operators, infrastructure organizations and the supply chain. First will seek the agency's approval to join the current FRA C3RS program.



**"If we prevent one incident, it's a success"**

See more at: <http://www.ciras.org.uk/about-us/#sthash.wYwHa7co.dpuf>

## Proposed Rulemaking

It is important to note that some of the proposed regulations will become new requirements during the life of the contract. Examples of these include:

- Part 243 – Training, Qualification and Oversight for Safety-Related Railroad Employees (NPRM February 7 ,2012)
- Part 270 – System Safety Program (NPRM September 7, 2012)
- Risk Reduction Program Plans (ANPRM December 8, 2010)



## *Rail Safety Advisory Committee*

Members of our Rail Leadership team have had key roles in Railroad Safety Advisory Committees (RSAC). The purpose is to develop new regulatory standards by working with the rail industry to develop satisfactory solutions on safety and regulatory issues which are mutually beneficial.

The purpose of these committees is to seek agreement on the facts and data underlying any real or perceived safety problems; identify cost effective solutions based on the agreed-upon facts; and identify regulatory options where necessary to implement those solutions. In determining whether regulations are necessary, the Committees take into account section 1(a) of Executive Order 12866 (Regulatory Planning and Review).

It is FRA's policy to utilize consensus recommendations of the RSAC as the basis of proposed and final agency action, whenever possible, consistent with applicable law, including guidance from the President. In considering whether to adopt RSAC recommendations, the Administrator weighs the interests of the public at large and the ability of the agency to administer, and, if necessary, to enforce, any requirements that would result from final agency action.

FRA will consult with the RSAC on a periodic basis regarding the development of its regulatory program, advising the RSAC of emerging issues, statutory requirements, and other identified needs. It is the intent of the FRA to consider the views of RSAC members in determining regulatory priorities.

## *FRA Safety Advisories*

Safety Advisories are issued to the railroads through the Federal Register. Safety advisories highlight a significant event and then recommend actions for a specific railroad or freight or and passenger railroads, or both, to act on upon the recommendations of safety advisories. Safety advisories typically pertain to information determined as a result of accident investigations, research, or innovation. Most recommendation are voluntary.

The following are some examples of recent FRA safety advisories:

- **Safety Advisory 2015-03** – Operational and signal modifications for compliance with maximum authorized passenger train speeds and other speed restrictions
- **Safety Advisory 2013-06** – Preventing Unintended Movement of Freight Trains and Vehicles on Mainline Track or Mainline Siding Outside of a Yard or Terminal
- **Safety Advisory 2013-08** – to stress to railroads and their employees the importance of compliance with Federal regulations and applicable railroad operating rules regarding maximum authorized train speed limits and any relevant speed restrictions.



First's approach to all safety advisories would ensure processes and procedures were reviewed by the System team, and all corrective actions documented, audited and final outcomes maintained and implemented as part of our Pro-active safety program.

## *Technical Bulletins*

The FRA Office of Safety frequently issues Technical Bulletins to the FRA regional safety offices and state agencies throughout the United States. These technical bulletins are then distributed by the Regional Administrators to Deputy Regional Administrators, Specialists, Regional Inspectors, Railroad Safety Inspectors and Trainees, and State Inspectors. The primary goal of a technical bulletin is to provide interpretive guidance regarding a specific regulation to:

- FRA personnel
- Union and labor organizations
- Railroads

## *Emergency Orders*

The FRA has delegated authority from the Secretary of Transportation (49 CFR 1.49) to enforce Federal Railroad Safety laws. Under this delegated authority the FRA is authorized to issue emergency orders "where an unsafe condition or practice, or a combination of unsafe conditions or practices, or both, create an emergency situation involving a hazard of death or injury to persons" (45 U.S.C. 432(a), (49 U.S.C. 20104), 49 CFR 211.47, and 216.21 through 216.27). These orders may impose such "restrictions and prohibitions... that may be necessary to abate the situation."

There have been several major emergency orders issued by the FRA over the past several years that have had a profound impact on commuter and passenger railroad safety. These include:

- Emergency Order-26 – To Restrict On-Duty Railroad Operating Employees' Use of Cellular Telephones and Other Distracting Electronic and Electrical Devices;
- Emergency Order-24 – Requiring Special Handling, Instruction and Testing of Railroad Operating Rules Pertaining to Hand-Operated Main Track Switches;
- Emergency Order-20 – Commuter and Intercity Passenger Railroads, Including Public Authorities Providing Passenger Service, and Affected Freight Railroads; Emergency Order Requiring Enhanced Operating Rules and Plans for Ensuring the Safety of Passengers Occupying the Leading Car of a Train.

## Ensuring Safety and Regulatory Compliance

At First, we implement a Safety Culture to ensure that our staff remains Dedicated to Safety. We review and determine appropriate actions as they apply to operations and maintenance, minimize risk in all activities, and remain Supportive of Each Other to provide the best service and safety service. We develop and implement comprehensive training, guidance and procedures to ensure that safety concerns in the work place are addressed, and encourage all staff to be vigilant of their safety and the safety of others – “If you cannot do it safely, don’t do it!”

First is offering DCTA a highly skilled team both locally and at a corporate level, to provide the highest levels of safety and regulatory compliance. The safety records of the combined group fall within the top 2% in the nation based on FRA statistics. In partnership with DCTA, First’s A-train service will have a “Safety Culture” to be emulated by the industry and First will be honored to provide that to you.



# TAB D.

## Reporting Dashboard



TAB D.  
REPORTING DASHBOARD

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## FIRST TRANSIT PROPOSAL

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### Approach to Reporting Requirements

*What is the offeror's approach to reporting requirements and the reporting dashboard?*

First's local management and our executive/corporate support teams are better informed than ever, with close to real-time, detailed, graphical information at their fingertips. First's proprietary **Management Information Dashboard** provides a centralized repository of field operational data and the ability to display Key Performance Indicators (KPIs) for local management, managers, vice presidents and senior management in a user-friendly interface.

Our Dashboard provides First managers and customers with the ability to truly know the current and historical status of their operations, which results in the ability to address issues quickly and more completely.

The Dashboard allows management and stakeholders to make more informed decisions on the day-to-day operations of their systems, as well as plan for long-term operational improvements.



**Dashboard** by **First Transit**

For A-train operations and maintenance First will provide DCTA with access to the Dashboard to quickly view KPIs and reports required by DCTA, and allowing open access to critical operational data.

What DCTA Requires	Compliance	Demonstration
The Contractor will propose and provide a database that feeds KPI information into the dashboard daily. The dashboard should reflect all of the functional areas of the KPI table.	✓	First's Dashboard ensures that DCTA and our staff have detailed access to every aspect of the operation to provide the best resources for quality operations. Data accuracy and trend analysis is at the heart of our continuous service improvement, providing DCTA with transparent reporting and quality assurance
The Contractors records should remain current and available for DCTA review at all times	✓	The Dashboard provides DCTA with a web based accessible application allowing for comprehensive visibility and transparency into A-train operations and maintenance. All data, reports and records will remain current and available for DCTA review at all times. Digital Information will be provided to DCTA through the dashboard, applicable databases or stored in SharePoint.
National Transportation Database (NTD) and Annual Budgets	✓	First's Dashboard captures every aspect of operational data for the precise and continual review of service metrics. This includes all functional KPIs, NTD reporting, and annual budget data for trend analysis, identification of service efficiencies, and continuous improvement
Reporting Database and Requirements		
Daily Reports		
Monthly Reports		
Annual Fiscal Year Report		





## Key Performance Indicator Dashboard

*Explain how the Key Performance Indicator dashboard will be configured and used. What features will it entail?*

First will collect data for calculating KPIs using automated and manual data collection processes

Function	KPI	Goal	Data Source
Train Operations	On-Time Performance	98%	RailComm Dispatch system (see Tab O) and Infor EAM, our asset management system (see Tab G)
Dispatch System	Operational Availability during scheduled service hours	99.90%	From RailComm dispatch system
Maintenance of Way	Right-of-Way Availability during scheduled service hours	99.80%	From Infor EAM system
Maintenance of Equipment	Vehicle Availability (9 out of 11 vehicles)	100%	Infor EAM, asset management system (see Tab G) which provides vehicles available for service automatically
	Completion of Scheduled Maintenance	90%	Infor EAM, our asset management system (see Tab G)
	Completion of Deferred Maintenance	Less than 60 days	Infor EAM, our asset management system (see Tab G)
	Vehicle Reliability (Maintain fleet MDBF of greater than	57,000 revenue miles	From RailComm Dispatch system (see Tab O) and Infor EAM, our asset management system (see Tab G)
Signals, Communications	Operational Availability during scheduled hours of operation	99.99%	From MAXAccel Signal

All collected data will be stored electronically and will be accessible through the Dashboard. In addition to the KPIs above, the Dashboard will report on the following information:

- Railcar operational hours
- Revenue miles
- Equipment miles
- Ridership by train (Daily, Weekly, Monthly and Annually)
- Safety summary

## Dashboard Configuration and Use

### Loading Data

First's Dashboard is scalable to provide flexibility. Operational data can be derived automatically from other existing systems, such as our asset management systems described in Tab G. When automatic sources are not available, information can be easily entered into the system manually by the appropriate individual or department.

*First's Dashboard provides comprehensive operational data in real-time, so you know the quality service we provide every day, and our progress toward achieving even greater levels of success*



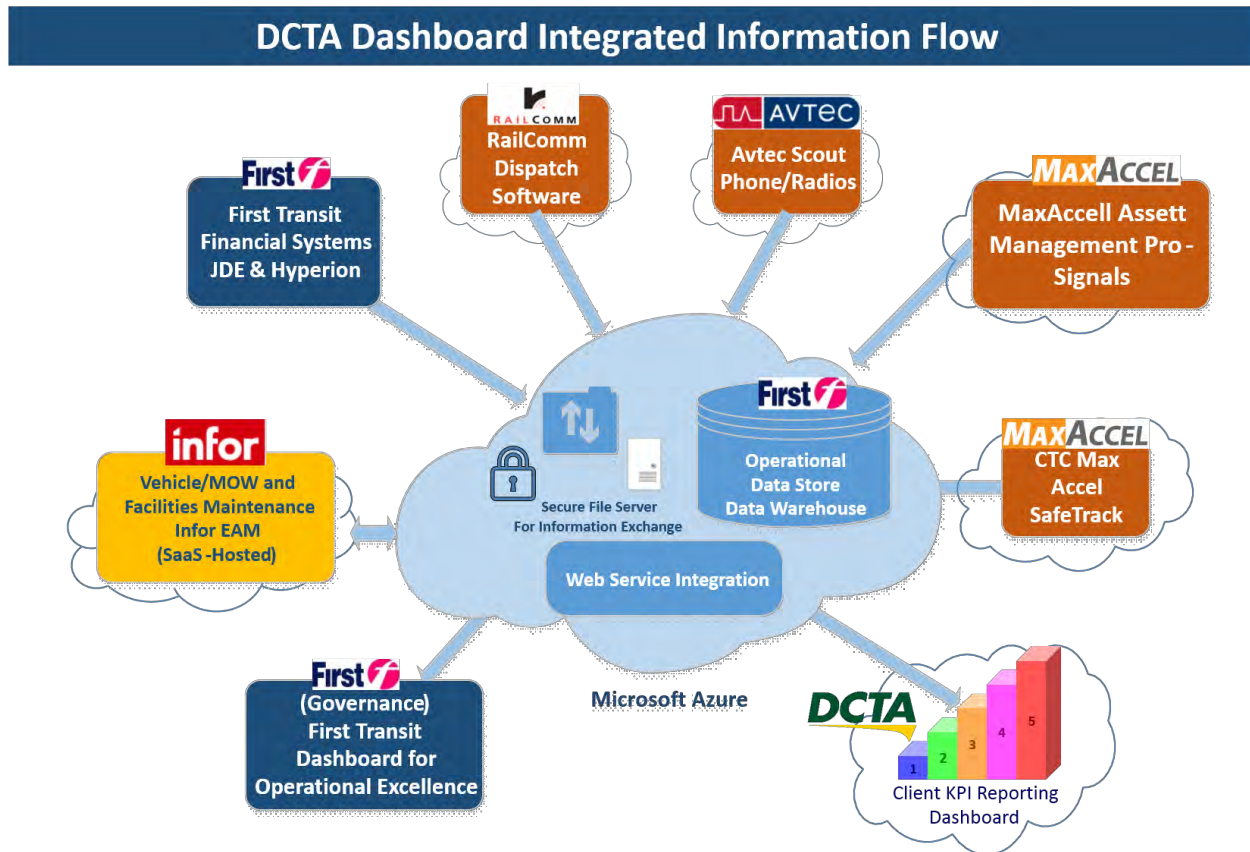
## **BENEFITTING DCTA**

Dependent on the source, data is either loaded automatically in real time or through a scheduled batch process (at predetermined times) consistent with the reporting requirements defined below. Both automatic and manual uploads have a built-in approval process that allows management to ensure the data is correct prior to being published for reporting. All information will be available for DCTA review and audit as required.

All databases will link with an operational data store contained in our data warehouse and accessible to DCTA through our proposed client dashboard.



The diagram below describes the information flow for the data for the DCTA Project.



## Key Databases for Capturing KPI Data

### DISPATCH

Dispatching will be provided by RailComm's DOC® System as described in Tab O. RailComm provides a distinct Reporting Service that allows authorized users to search for and display information that is maintained within the RailComm DOC System database. Reports can be accessed from any computer with access to the DOC System network, or from any computer with internet access (for Software-as-a-Service customers) DOC Configuration.

The DOC System will be interfaced with the dashboard and our other enterprise systems to allow the reporting of mileages, vehicle hours, system downtime, MDBF etc. to be reported. The diagram above provides more detail regarding these interfaces.

## **FACILITIES, STATION, AND VEHICLE MAINTENANCE/ASSET MANAGEMENT**

All Facilities, Stations, MOW, and vehicle maintenance reporting and KPIs, systems and vehicle drawings will be maintained in our maintenance information system, Infor EAM, for electronic asset management. For more information on its capabilities please refer to Tab G Asset Management.

## **SIGNALS, COMMUNICATIONS AND PTC MAINTENANCE/ASSET MANAGEMENT**

All Signal, Communications, and PTC maintenance reporting and KPIs will be available through MAXAccel AssetPro™ Signal.

AssetPro™ Signal is a web-based application and the market leading signal asset management software platform, designed to ensure compliance with 49 CFR Part 234 and 236 requirements. For more information on its capabilities please refer to Tab G Asset Management.

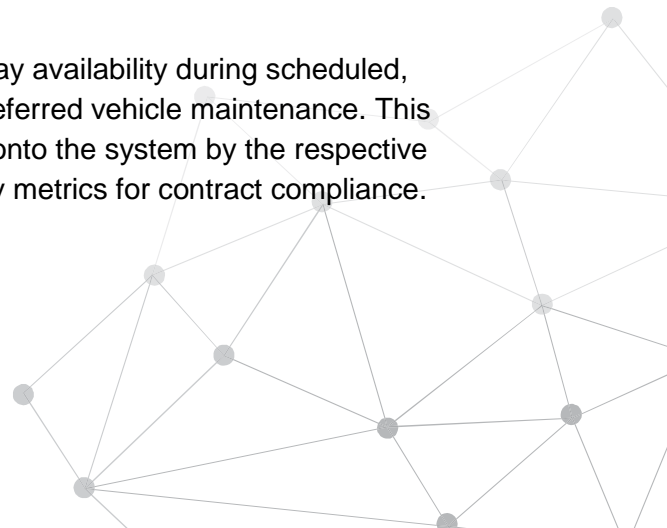
## **TRAINING AND HOURS OF SERVICE**

We will use MaxAccel SafeTrack™ to ensure compliance with testing and documentation requirements for 49 CFR Parts 217/218, 219, 232, 240/242, 243. MaxAccel Safe Track™ can also be configured to support documentation/tracking for any set of regulations (OSHA, MSHA, etc.). It provides a simple, streamlined graphic interface to facilitate the complete and accurate documentation of testing and training activities. All data entered into the SafeTrack forms is checked against validation criteria to ensure correctness. The SafeTrack system also comes with powerful database query tools to allow testing managers to check/verify testing history and review requirement due status for any employee or group of employees in the system.

SafeTrack™ HOS utilizes the SafeTrack employee database to track employee hours of service for freight/passenger T&E employees, as well as signal and dispatcher crafts. The HOS interface provides complete visibility of employee rest status and meets all requirements for 49 CFR Part 228 electronic record-keeping.

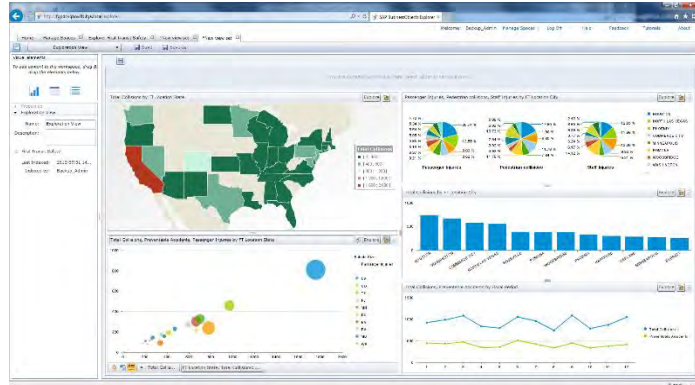
## **INFOR EAM**

Our Infor EAM system will provide information on right-of-way availability during scheduled, vehicle availability and completion of both scheduled and deferred vehicle maintenance. This will be updated in real time, once the information is loaded onto the system by the respective maintenance teams, giving an instant snapshot of these key metrics for contract compliance.



## Dashboard Features

First's Dashboard will be a web-based system allowing secured access to authorized users anywhere they are connected to the internet, including through a smart device. DCTA, our staff and our partners will all be provided with logins and passwords to ensure they have the appropriate level of access.



As required by the RFP, DCTA will have access to the dashboard. In addition to the dashboard DCTA will be provided with access to the data produced by our key databases mentioned previously. The dashboard and key databases will also be configured to export data in a useable format such as SQL, CSV etc.

The Landing Page, which DCTA, our employees, and our partners will see immediately after logging in, serves as an overview of the system's status and contains a summary of Key Performance Indicators for the A-train, including color-coded actual values, budget numbers and goals. Users of the system can personalize areas of importance to their location for immediate access to statistics on issues that are important to the management of their specific area. An example of a typical landing page is included below.



From the applicable landing page, DCTA and our managers can navigate easily from a computer, laptop for mobile device to more specific, detailed reports, such as the maintenance report pictured below. With the Dashboard, accurate current and historical information can be viewed conveniently and easily.



## Providing Information to DCTA

*Explain how the digital information will be provided to DCTA*

First will provide digital information to DCTA through the web landing page describe above. However, First's comprehensive Dashboard and key databases provides for information to be delivered in customizable reports based on functional areas, as well as specified reports based on frequency and required content. The data will be available electronically in usable formats such as Microsoft Excel or PDF so it can be used for other DCTA reporting functions. Historic reports will be stored and accessible through web access.

## Information Reporting for DCTA

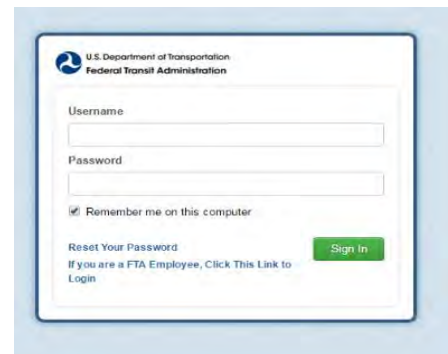
### *National Transit Database*

As a national transit provider First understands the importance of the National Transit Database NTD. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

In addition, FTA grant recipients are required to submit data to the NTD in uniform categories. More than 660 transit providers report to the NTD through the Internet-based system.

For the DCTA A-train we commit that the information required as per the example provided in Appendices 28 will be made available through the Dashboard to ensure that DCTA has direct access to all relevant NTD information and enable easy uploading onto the NTD reporting tool.

The National Transit Database (NTD)

## DCTA Required Reporting

The following table describes the information that will be provided to meet DCTA's requirements. All data will be obtained from the relevant databases and functional areas of the dashboard.

Report	Frequency / Availability	Minimum Report KPIs
Daily	Six (6) days per week, Monday through Saturday at 8am	KPI data from the previous day Total ridership Ridership by train Passenger loads and alighting at each station for each train Number of passengers needing assistance (PNAs) and bikes by train, and delayed trains Detailed summary of delays
Monthly	8th day of each month	KPI data for the month Number of delayed trains and a detailed summary of each delay Total riders for the month Average weekly weekday riders Weekday passengers for the month Saturday passengers for the month Total car miles operated (revenue and non-revenue) Fare inspection summary Efficiency testing summary Maintenance summary (daily, 5-day, monthly, 92-day, 184-day, 368-day, tri-annual) Total trains operated Total car miles by week Train near misses Inventory consumption



Report	Frequency / Availability	Minimum Report KPIs
Annual	Available by the 10th day of October, covering the DCTA fiscal year from October to September	KPI data for the year Performance compared to KPI standards Safety summary FRA reportable injuries for employee and passenger FRA reportable trespasser incidents FRA reportable grade crossing incidents FRA reportable Flagman injury/incidents Train near misses Employee training Financial report DBE participation Contractor controlled assets, shop equipment, and inventory

## Operational Accuracy and Auditing

First will ensure that the dashboards and database entry is automated as much as possible (paperless shop, link to Infor EAM). This will ensure that all records are current and remain available at all times. We welcome DCTA verify the information through random and planned audits of actual records and will willingly participate in joint review. All of the reports will be stored on a Microsoft SharePoint portal (see Tab E: KPI Table). DCTA will be provided read-only access to all reports in a format agreed. We are confident that both our operations and our accurate reporting will provide the best service to DCTA.



TAB E.

KPI Table



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## FIRST TRANSIT PROPOSAL

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### Meeting KPI Metrics

First will fully achieve DCTA's KPI Goals. We have extensive experience in delivery against client authority goals, and are confident in our ability to provide exceptional service to DCTA A-train passengers. Every contract we operate includes requirements for achieving performance targets, systematically measured and monitored, for continuous improvement and quality operations.

This tab summarizes First's delivery of DCTA KPI goals, with detailed approaches and plans included in subsequent tabs.

What DCTA Requires	Compliance	Demonstration
<p>The Contractor will provide services for the following:</p> <ul style="list-style-type: none"> <li>• Train Operations and Dispatch</li> <li>• Maintenance of Equipment &amp; Facilities</li> <li>• Maintenance of Way, Signals, and Communications (including positive train control)</li> </ul> <p>The Contractor's performance will be measured monthly according to the Key Performance Indicator Table</p>		<p>For each KPI metric, First provides a detailed explanation on achieving each goal according to the DCTA Key Performance Indicator Table</p> <ul style="list-style-type: none"> <li>• First will openly share all KPI metrics both internally and with DCTA through our Dashboard</li> <li>• Using the data derived from KPIs, we outline of our approach to developing strategies and plans to continually meet and improve the service.</li> </ul>

### Our Approach to Delivering KPI Goals

*The offeror shall explain how it will meet each metric in the KPI table.*

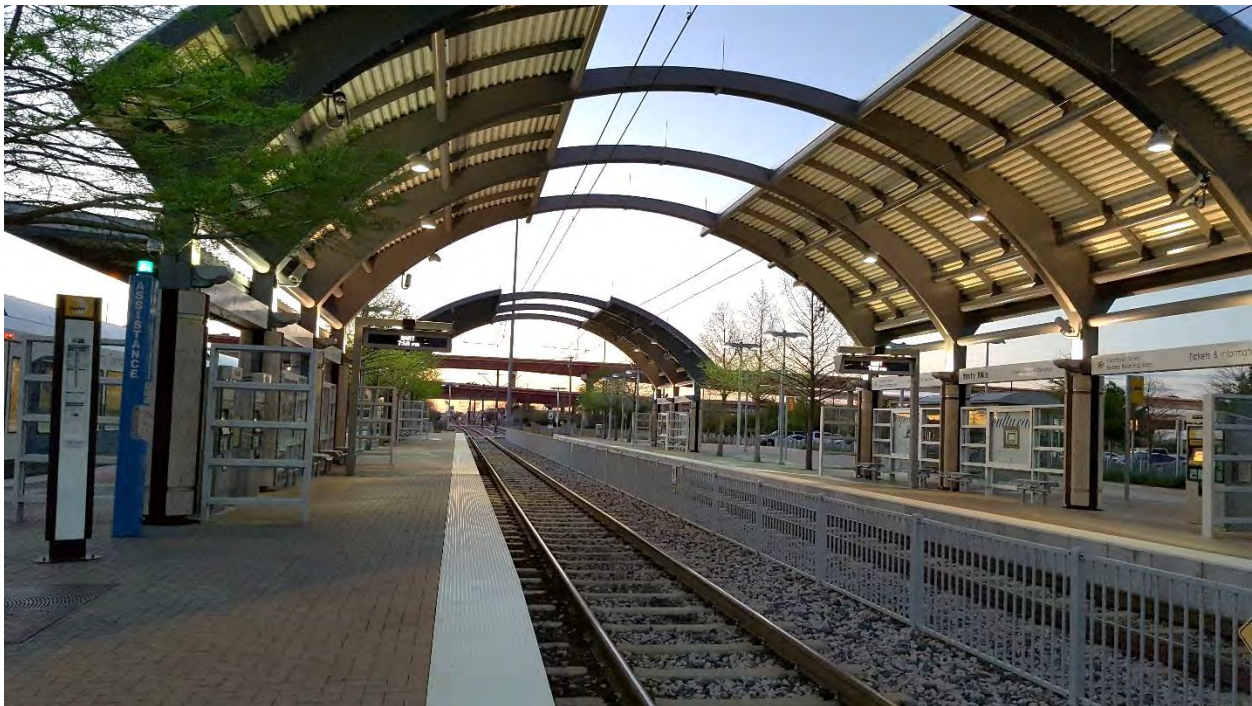
First has developed strategies and approaches to meet DCTA's specific requirements (described later in this Tab), ensuring every action plan is aligned to your needs and goals. To provide us with additional assurance of delivery of these KPIs, First strives to not only meet KPIs goals, but to exceed them. We use KPIs as a minimum goal and objective for standard service. This serves as our basis in the development of our plans for the service, and sets our benchmark for achieving continuous service improvement in all operational aspects. First's plans and approaches are described throughout our submission in the relevant Tabs.



First will develop and implement a **Quality Control Plan** to document our approach to maintain, monitor and improve the achievement of these KPIs. Our plan will apply a continuous improvement process using management metrics to establish goals for specific performance standards and measure progress. It is part of our strategy to ensure all aspects of our service are conducted and completed to the highest quality standards and are consistent with all regulatory and DCTA requirements.

We will use our track record of technological innovation to **measure, analyze and report** on the railroad's functional activities and our offer to DCTA will be underpinned by excellent technical backup. We will build on First's well-established metric systems to provide data to DCTA for quality assessment and control. We will gather and analyze data in our Management Information Dashboard (described in Tab D) to establish a baseline on current service, and identify root causes of problems. As part of our open and transparent approach, we will share information with DCTA.

It will be our daily objective to deliver the KPI standards. Where trends show a risk that our performance could lead to service degradation, Tom Tulley, General Manager will proactively discuss with DCTA what interventions may be necessary to remedy the problem. First has a clearly defined escalation process, allowing managers to access higher levels of management where matters cannot be quickly resolved. Our approach to avoiding penalties is further described in Tab F.



## Achieving DCTA's Goals

We will develop our management plans in detail and fully describe them in the relevant Tabs through this submission. In coordination with DCTA, First will agree upon and finalize the measures and outputs during mobilization. In the tables that follow, we summarize the steps we will take to deliver each KPI.

### *Train Operations*

# 98%

**The Goal for On-Time Performance is to achieve and exceed 98%**

<b>Method</b>	<p>First will operate the timetable as provided by DCTA, using our disciplined operations approach to achieve high performance. We will ensure that trains depart on time and operate in accordance with the timetable requirements. Required vehicles, engineers, and conductors will be available prior to the start of revenue service. We will provide additional trained staff that are engineer qualified and available to deliver the service. All fleet, track, signaling and dispatching systems will always be up to the standards within the contract.</p> <p>First's performance includes high standards of safety, on time performance, timely and effective response to incidents, and excellent customer service. First will employ experienced managers that are knowledgeable of the A-train service, the train equipment and track and signals standards. They will be supported by First's Executive Rail Team, FirstGroup rail professionals, and additional technical experts. Our service is based in disciplined operations and performance standards. Our approach for effective performance management is based on our successful 'Plan – Do – Check – Adjust' processes. First's knowledge of rail performance monitoring and management systems will be effectively applied to modeling DCTA's railroad. This will be used, in coordination with DCTA staff, for schedule design and performance improvement.</p>
<b>Measurement</b>	<p>We will use an automated measuring system based in our Fort Worth Dispatch Center. This system will record the arrival times of trains at each stop and final destination. We will compare the actual times with schedule and make a record for each service of whether it was on time. All delays will be investigated. We will review the data to determine if we have achieved or exceeded 98%.</p>
<b>Further Detail</b>	Tab H



## Dispatch System – Availability

# 99.9%

**The Goal for Operational Availability during scheduled service hours is to achieve and exceed 99.9%**

<b>Method</b>	<p>First's approach will ensure that the dispatch system is not solely reliant on one location, or set of infrastructure, with significant built-in redundancy and the use of cloud-based solutions.</p> <p>We will have 24/7 global access to dispatching of A-train services via our innovative cloud-based dispatching solution. This allows dispatch activities to take place from any Wi-Fi connection that supports cloud-based usage. This will facilitate dispatching to take place anywhere in the world, including the DCTA dispatch center at the OMF.</p> <p>In coordination with DCTA, we will annually provide at least one week of dispatching from any off-site location that DCTA chooses. This will ensure business continuity of the backup recovery site (i.e. our cloud-based platform). This testing provides training and allows off-site dispatching with confidence in case of any unforeseen circumstance. For example, if extreme weather damaged internet connectivity in the Denton and Fort Worth areas, dispatching would be possible from anywhere.</p>
<b>Measurement</b>	<p>Dispatch measurement will be done using the following parameters:</p> <ul style="list-style-type: none"> <li>• Appropriate scheduling of dispatcher on-duty</li> <li>• Operability of the RailComm system</li> <li>• Telecommunication systems operational</li> <li>• Monitoring of hold/queue times</li> </ul> <p>All of these metrics are easily monitored to ensure we meet the 99.9% operational availability, and will be published to our Dashboard.</p>
<b>Further Detail</b>	Tab O



## Maintenance of Way – Availability

**99.8%** The Goal for Right-of-Way Availability during scheduled service hours is to achieve and exceed 99.8%

<b>Method</b>	<p>First will provide a high level of operational availability using a system of inspections, planned preventive maintenance and a Quality Control Program that will encompass scheduled and unscheduled maintenance of MOW for DCTA.</p> <p>The Quality Control Program Plan will include: Track Foremen and MOW Manager review and sign off on MOW completed work. Project Engineers and Inspectors will perform evaluation of all equipment and perform observations of personnel during specific activities to ensure safety and thorough workmanship. They will review records for accuracy and regulatory compliance. They will engage in field inspections during and after work has been performed with DCTA Managers. We will perform internal audits on entire jobs to ensure compliance for all levels of workmanship.</p>
<b>Measurement</b>	<p>Work will be performed during non-revenue hours. (Nights and Sundays). We will use opportunities such as holidays and plan accordingly with DCTA, as well as chart historical data to determine allocated time to perform tasks for future reference.</p>
<b>Further Detail</b>	<p>Tab M</p>



## Maintenance of Equipment – Availability

# 100%

**The Goal for Vehicle Availability is to achieve 100% availability of 9 out of 11 vehicles.**

<b>Method</b>	First will ensure that only two units are not available for revenue service at any one time for maintenance. We will also ensure that time for heavy maintenance and overhauls is minimized, so that out of service vehicles do not impact availability targets. As part of the scheduling process, we will appropriately allocate maintenance tasks to ensure additional resources are available where and when required.
<b>Measurement</b>	We will measure achievement of this goal Daily, Monday - Saturday. The availability/ non-availability of each vehicle will be recorded, showing whether it is available for service; is undergoing maintenance; or is out of service for some other reason outside our control (for example, damaged following a grade crossing collision or undergoing DCTA-sponsored capital projects). The results will be recorded on the 800 AM daily report .Maintenance time, Distance between failures and the daily conditions will be documented.
<b>Further Detail</b>	Tab J

## Maintenance of Equipment – Deferred Maintenance

# 60DAYS

**The Goal for Completion of Deferred Maintenance is to finish this in less than 60 days**

<b>Method</b>	The Maintenance Manager will ensure maintenance scheduling and defect management minimizes deferred work, with the goals of no deferred maintenance. Safety related (coded red in our system) defects will not be deferred. Scheduling will be completed through the Infor EAM system to track required maintenance activities and inventory levels for appropriate asset management.
<b>Measurement</b>	All maintenance activities will be recorded in Infor EAM, to include defect identification, maintenance, and completed tasks. Infor EAM reporting will track defects and deferred maintenance, as well as the trend of vehicle and part failures. We will produce this report monthly and analyze the causes of any defects or deferred maintenance open greater than 60 days to ensure
<b>Further Detail</b>	Tab J

## Maintenance of Equipment – Scheduled Maintenance

# 90%

**The Goal for Completion of Scheduled Maintenance is to achieve and exceed 90%**

<b>Method</b>	<p>First's goal is to ensure that all scheduled maintenance is completed when it is due. Our scheduling propose is structured so that we have full knowledge of the condition and due dates for each vehicle's maintenance.</p> <p>The Preventive Maintenance Schedule is updated and controlled by the Maintenance Manager on a daily basis, which is derived from the Annual Fleet Optimization Plan agreed with DCTA. The daily requirement for A-train operation is for (eight) 8 vehicles available each day. A further set will be available as operational spare to cover for any operational requirements.</p> <p>In scheduling the maintenance, we will maintain vehicles between morning and evening peaks, when a number of vehicles return to the OMF, ensuring that any maintenance is completed prior to the vehicle being rostered back into revenue earning service.</p> <p>We will implement an effective measurement process so that we have clear knowledge at every stage of the status in the scheduled maintenance program of every vehicle. We will use these measures to ensure that we achieve the goal for Completion of Scheduled Maintenance is to achieve and exceed 90%.</p>
<b>Measurement</b>	<p>The daily maintenance schedule will be monitored to ensure no tasks are completed late. This will be recorded as a percentage of the total number of scheduled maintenances over a monthly period, and charted to ensure on time maintenance practices</p>
<b>Further Detail</b>	<p>Tab J</p>

## Maintenance of Equipment – Reliability

# 57K

**The Goal for Vehicle Reliability is to Maintain fleet MDBF of greater than 57,000 revenue miles**

<b>Method</b>	First's preventive maintenance program is built on condition based maintenance with reliability centered maintenance analysis. When an OTP failure occurs, our maintenance team will work with the train crew and dispatch to ensure that the disruption to service is minimized and that the equipment is repaired before returning to service. First will fully, and effectively manage the recovery of the service.
<b>Measurement</b>	<p>All failures which are OTP failures will be identified and noted. All failures will be recorded in Infor EAM along with details of the resolution, in compliance with the Dashboard for trend analysis</p> <p>Each month the GM will report on each case to DCTA and the achievement of the goal.</p> <p>We will record the number of OTP failures each month and divide into the total number of vehicle revenue miles operated each month to provide a value of MDBF for each month. We will also present the MDBF for the year to date.</p>
<b>Further Detail</b>	Tab J

## Signals, Communications – Availability

# 99.9%

**The Goal for Operational Availability is that during scheduled hours of operation we will achieve and exceed availability of 99.99%**

<b>Method</b>	Operational availability will be determined using engineering analysis, reliable tools, and techniques through our Life Cycle Maintenance (LCM) program. This allows us to preempt service interruptions by analyzing asset maintenance, along with the actual duty cycle, to optimize our maintenance program. All delays will be minimized by our maintenance team, who will respond quickly to all reports of possible signal and communications failures.
<b>Measurement</b>	First will measure the time that the signals are not available for operation during the scheduled hours of service against the total time required to be available during scheduled service hours. We will document the reasons that the signals are not available to allow us to develop improvement plans as appropriate.
<b>Further Detail</b>	Tab N



## Effectively Monitoring and Sharing KPIs

As discussed in Tab D, First will ensure maximum use of technology to meet the reporting requirements of the RFP and achieve transparency with DCTA. First's Dashboards, Electronic Asset Management systems and mobile devices will ensure all staff is kept up to date on service performance to meet and maintain the KPIs set by DCTA.

*First will deliver DCTA's requirement to provide safe, efficient, dependable, and on-time transportation that offers outstanding customer experience, and enhances service quality.*



**BENEFITTING DCTA**

We train our staff to use lean visualization techniques, such as display boards or screens showing progress to support achievement of KPIs. This gives employees instant access to the critical measures of their process, while providing managers and staff involved in train service operations and maintenance the information they need in real time. This approach allows First to deliver the safety and performance requirements set by DCTA. Our successful application of these tools has allowed us improve customer satisfaction, increase ridership and improved performance.

## Developing Strategies and Plans using KPI Metrics

First develops strategies to meet the specific requirements of our rail clients and to maintain the highest standards. Every approach and action plan is aligned with the needs and goals of DCTA, using accurate data and performance measures to track our progress through the Dashboard.

At our current operations, strategies are developed from data collected for ongoing management and business analysis. The strategies we develop and adopt for our properties relate specifically to delivery of the contract requirements – including the KPIs – and the overall and long term objectives of the client. Using this approach and DCTA KPI data, we will maintain our quality service by using best practices, methods, and plans developed specifically for the needs of DCTA's A-train.

First's action plans will be developed to understand and deliver your objectives, providing an efficient and detailed approach that underpins our strategy. This will be aligned to our strategic approach to operation of the A-train which includes:

- A clear understanding of the requirements of all stakeholders (DCTA, passengers, regulators, staff, other users of the right of way, other contractors)
- Establishing and constantly updating comprehensive plans for the operation that will meet all requirements
- Operating a “Plan – Do – Check – Adjust” process to ensure plans are delivered and objectives are achieved. The measurement of KPIs and their review provide the most important part of the “Check and Adjust” part of this process

First’s strategies for operation of A-train are developed from a detailed understanding of the service including:

- DCTA’s requirements, specified in the contract and more widely its strategies and priorities where we can support their achievement
- Safety priorities
- Ridership characteristics and the communities served, including the priority of the weekday peak periods and connections with the Green Line at Trinity Mills
- Schedule design and performance
- Train size and utilization, including the allocation of single a double units
- Maintenance requirements for track, signals and rail equipment



## Quality Control Program Plan

### *Approach to Quality Control*

We will develop and implement a Quality Control Program Plan (QCP) to document our approach to maintain, monitor and improve the achievement of our intended results. The QCP is part of our strategy to ensure that all aspects of our service is conducted and completed to the highest quality standards and is consistent with all regulatory and DCTA requirements. The principles of Quality Assurance and Quality Control apply across all our businesses and have been employed for many years. We will take pride in delivering a quality operation to DCTA at every stage.

Our QCP will include all maintenance of equipment, maintenance of way and signals, operating activities, customer service and adherence to contract requirements. The Plan will document how the maintenance and repairs to the revenue vehicles is consistent with the procedures outlined in Tab J.



We will ensure compliance with our partner and suppliers through established cooperation; careful subcontract management; and clearly defined expectations, requirements, and control mechanisms. The plan will document how we monitor and validate the delivery of quality services through:

- Ensuring that all staff are fully trained and assessed as competent for the tasks for which they undertake
- Development of Key Performance Indicators (KPIs) to allow us to monitor how we are achieving in all aspects of our delivery
- A program of surveillance checks and audits conducted by our management team

Within the plan we will develop a program of checks and audits covering specified individuals within the on-site staff and we will initiate a program of independent outside audits conducted by staff from our First Transit headquarters and colleagues from our other rail operators.

Our plan will apply a continuous improvement process using management metrics to establish goals for specific performance standards and to measure progress. Our employees will receive the appropriate training in order to understand the importance of their contribution in achieving them.

## *Quality Control Scope, Policy and Services*

Quality Control is the process by which First focuses on client and customer satisfaction through the continuous improvement of our transportation services. It is the policy of First Transit to adopt formal integrated systems of management as a means for planning, controlling, monitoring and improving its maintenance, servicing and cleaning processes.

The team will achieve compliance with by giving proper attention to the protection of people, premises, property, processes and the environment while delivering quality product and services.



Across First, we recognize the importance of consistency in delivery. We jointly work together across all operating divisions to examine and share best practices. DCTA will benefit from these ongoing activities.

Our existing First Rail Facilities maintain a Quality Management System (QMS) to the internationally recognized **ISO 9001** standard. The QMS forms part of the integrated First Rail depot systems and procedures. We will be adopting the best practices from both our European rail and US passenger transit locations to achieve ISO 9001 registration on A-train services further described below.

Strategic planning will provide the framework for establishing measurable goals that are consistent with Denton A-train objectives, policies and commitment to continual improvement.

Specific objectives are communicated in a way that enables staff to contribute to both personal and business achievement. Established objectives will be reviewed as appropriate and revised as necessary by the First VP for Rail and the GM through performance reviews.

The management team will review performance through regular business meetings and with DCTA. This review process is supported by system management review, which determines the effectiveness of the system in meeting objectives.

Our policy is to achieve sustained improvements that:

- Maximize efficiency and productivity, minimizing waste and redundancy
- Technical solutions that assist in delivering high standards of train operations and maintenance
- Provide safe and reliable infrastructure and rolling stock
- Ensure consistent high levels of customer service for passengers

This results in consistently satisfying the needs and expectations of our customers.

This level of quality will be achieved through adoption of a system of procedures and standards that reflect the competence of First to deliver services to DCTA, our passengers and independent auditing authorities.

The team vision and quality policies provide the baseline of management's commitment to delivering and improving the services. These policies involve all Operations and Maintenance employees who are individually responsible for the actions and quality of their work. This will result in a continually improving working environment for all.

## Responsibility for Quality

Under the GM, our managers will be responsible for ensuring required Quality System processes are identified, developed and that they are implemented. They will also be responsible for maintaining the procedures, including where appropriate, engaging proactively with our subcontractor. The table shows these responsibilities.

Functional Area	Quality Assurance Responsibility
Contract Compliance	General Manager
Customer Service	Operations, Safety and Training Manager
Transportation Services	Operations, Safety and Training Manager
Dispatching Services	Operations, Safety and Training Manager
Rail Equipment Maintenance	Maintenance and Quality Manager
Maintenance of Way	Maintenance of Way Manager
Maintenance of Signals and Communications	Maintenance of Way Manager

Tom Tulley, General Manager will review progress with the QCP with the responsible managers through the processes described in the following sections.

## International Organization for Standardization (ISO) Registration

First is committed to strong quality control, environmental protection and the continual improvement of environmental practices. First works with Strata Environmental Services, Inc. (Strata) for the development, implementation and registration of effective Quality Management Systems (QMS) using the ISO 9001 standard and an Environmental Management Systems (EMS) in accordance with ISO 14001 standards.

**We will adhere to our commitment to environmental law and innovative green business practices to meet or exceed all environmental initiatives, and help achieve our goals for DCTA to become ISO 9001 and ISO 14001 registered.**

### ISO 9001

We will use support from Strata Environmental Services, Inc. to develop an effective QCP using the ISO 9001 standard.

ISO 9001 standard sets out the criteria and framework for an effective QCP. This provides assurance clients and stakeholders that controls are in place and improvements are integral aspects of overall system quality.

The main components of the ISO 9001 standard include:

- A description of the quality management scope, business risks, and needs/expectations of interested parties
- A focus on leadership for obtaining quality performance and achieving customer requirements
- A process to implement actions to manage risks and business opportunities
- A description of roles, responsibilities and authorities for the QCP
- A management of change program to address any potential modifications to the QCP
- The development and implementation of standard operational processes
- The determination, documentation, and communications of service requirements
- A description, monitoring, and control of external processes, products and services
- The monitoring, measurements, analyses, and evaluations of QCP performance
- The determination and implementation of opportunities for improvement

## ISO 14001

ISO 14001 sets out the criteria and framework for an effective EMS. We are proud to have achieved this registration across all our UK Rail operations and three of our facilities including Phoenix, Tempe, and Mesa in the US. An ISO 14001 Program provides assurance to company management and employees, as well as external stakeholders, that environmental aspects and impacts are being measured and continuously improved.

The major components of an ISO 14001 program include:

- A policy statement that commits the company to prevention of pollution, continual improvement of the EMS leading to improvements in overall environmental performance, and compliance with all applicable statutory and regulatory requirements
- Identification of all aspects of the company's activities, products, and services that could have a significant impact on the environment, including those that are not regulated
- Setting performance objectives and targets for the management system which link back to the three commitments established in the company's policy (i.e. prevention of pollution, continual improvement, and compliance)
- Implementing the EMS to meet these objectives. This includes activities such as training of employees, establishing work instructions and practices, and establishing the actual metrics by which the objectives and targets will be measured
- Establishing a program to periodically audit the operation of the EMS
- Checking and taking corrective and preventive actions when deviations from the EMS occur, including periodically evaluating the organization's compliance with applicable regulatory requirements
- Undertaking periodic reviews of the EMS by top management to ensure its continuing performance and making adjustments to it, as necessary

## OHSAS 18001

Expanding upon our ISO registrations, First also includes OHSAS 18001 Occupational Health and Safety Management Systems standards. OHSAS 18001 is an Occupation Health and Safety Assessment Series for health and safety management systems. This standard controls and minimizes occupational health and safety risks through assessment and certification.

OHSAS 18001 provides guidelines on hazard identification, control measures to reduce incidents, and promotes staff safety and welfare. Key aspects of assessment and certification include:

- Established management systems
- Planning and risk assessment
- Staff training and awareness
- Communication of safety management systems
- Response to emergency situations
- Monitoring and continual improvement

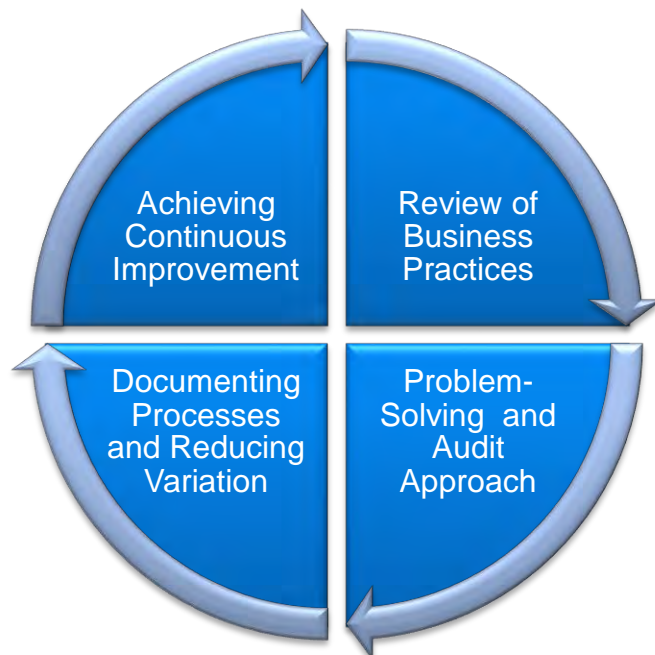
First's effective health and safety management system ensures:

- Comprehensive employee safety to minimize risk and operational incidents
- Promotes a safe working environment
- Upholds our Dedication to Safety and commitment to health and safety
- Ensures regulatory compliance and continual improvements to safety

## Delivering the Quality Control Plan

Management processes interact to set clear measurable objectives starting with the development of policies and Business plan and deployment of objectives. This will be achieved through performance indicators and ensuring competent resources are available to achieve these aims.

Our **Quality Control Program** applies a continuous improvement process using management metrics to measure progress and to establish goals and objectives for specific performance standards. The established goals and





objectives are ingrained in our culture, ensuring that our staff understand that their contributions are part of the successful management of our operation for DCTA. Quality Control centers on five key points to promote continuous improvement:

- Review of Business Practices
- Problem-Solving and Audit Approach
- Documenting Processes and Reducing Variation
- Achieving Continuous Improvement

## REVIEW OF BUSINESS PRACTICES

First's KPI program focuses on effective use of data, along with process improvements, which ultimately leads to increased customer satisfaction. Our goal is to provide overall improvements on employee morale and service quality so that the delivery of DCTA's KPIs and the avoidance of penalties will be a key requirement.

We reach our goal by:

- **Listening to DCTA as our customer** and monitoring KPIs/metrics, both of which drive our decisions and actions
- **Investigating accidents to their root cause** and finding corrective actions
- **Adjusting the level of acceptable variations** in service delivery goals in order to manage and improve service capabilities
- **Developing focused solutions** to eliminate root causes of business performance problems
- **Optimizing services** (doing it right the first time) and monitoring and eliminating mistakes
- **Analyzing maintenance inspection data** including, where appropriate, use of Statistical Process Control

Performance review measures, which are tracked and reported weekly, include on-time performance, complaints and comments, staff, mechanical and way problems, to ensure a continuous process of quality control.

## PROBLEM-SOLVING AND AUDIT APPROACH

First is a performance driven organization that prioritizes Safety, Efficiency, Cost Savings, and Continuous Improvement at all levels of the organization. The KPIs we measure, in addition to the standards set forth by DCTA, are tracked daily, monitored and reported weekly, and summarized monthly. These KPIs are based upon historical trends and performance measures, and reported in First Transit's **Dashboard**.

The effectiveness of our Quality system, its compliance to ISO 9001:2008 and the products of our processes are regularly checked by periodic internal quality audits. Procedures will be regularly audited and reviewed to identify opportunities for improvements. We will implement a corrective action procedure to ensure that non-conformances are corrected before it impacts revenue service.

Preventative actions will also be taken to tackle the root cause and stopping a recurrence of the problem. Procedures are periodically reviewed for opportunities to improve the process and reduce the opportunities for non-conformance.

## DOCUMENTING PROCESSES AND REDUCING VARIATION

The availability of procedures through our rail and road transit businesses, including areas like staff employment handbooks and training programs, ensures that our service meets the same high quality that we, our clients, and our passengers expect. At the local level, First's documentation and training programs seek to empower our employees to achieve service excellence. This is required for team effectiveness, promoting personal responsibility and ensuring our employees promote a culture of continuous improvement.

First focuses on improving the quality and capability of our services by using operational data to identify and decrease, or eliminate, service variation.

## ACHIEVING CONTINUOUS IMPROVEMENT

Improvement can only be accomplished when leadership is passionate about excellence and willing to change. To achieve continuous improvement, First focuses on the following fundamentals of leadership:

- Challenge the process
- Develop a culture of change
- Lead by example
- Empower employees to act, and think out of the box
- Implement a no-blame environment
- Promote and utilize continuous improvement

Ultimately, through our partnership with DCTA we will strive to see that every aspect of our service is done right the first time.



## Document Control

First Transit understands when working in a regulated environment having a document control program plan is important to delivery of high quality transit service which meets all regulatory and contractual requirements. Our documentation program plan will ensure that all documents required to operate and maintain the DCTA A-train system are secure, controlled and accessible to the staff of the A-train operation. DCTA, FRA, OSHA and other authorized entities needing access to the documents.

The First Transit Documentation Control Program Plan for the DCTA A-train will deliver the following:

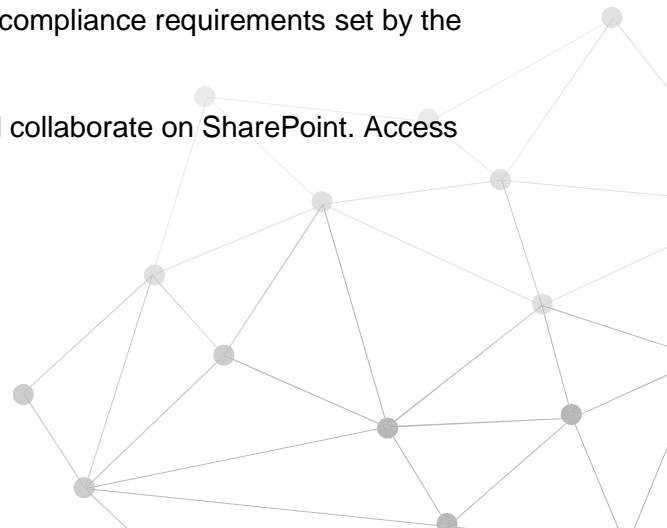
- A Centralized, electronic storage of documents based on various criteria including organization hierarchy and document types
- Web-based access and control of documents and processes
- A Centralized storage of paper based documents, policies and procedures
- Document version control ensuring the latest live version is available for approvers and users
- An Easy document search and retrieval facility
- Enhanced collaboration within the teams and organization
- Document version control for all types of documents
- Ability to convert paper-based documents to an electronic version for easy access
- A complete audit trail for easy tracking of the document life cycle
- High level of security and control specific to the requirements of the Authority
- Ability to analyze documents through reporting tools

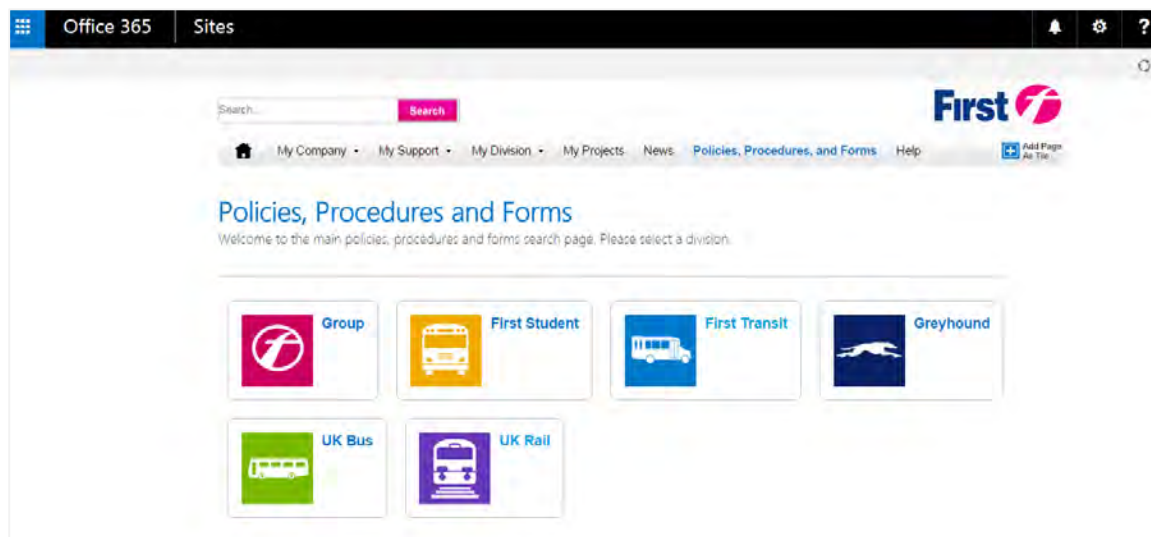
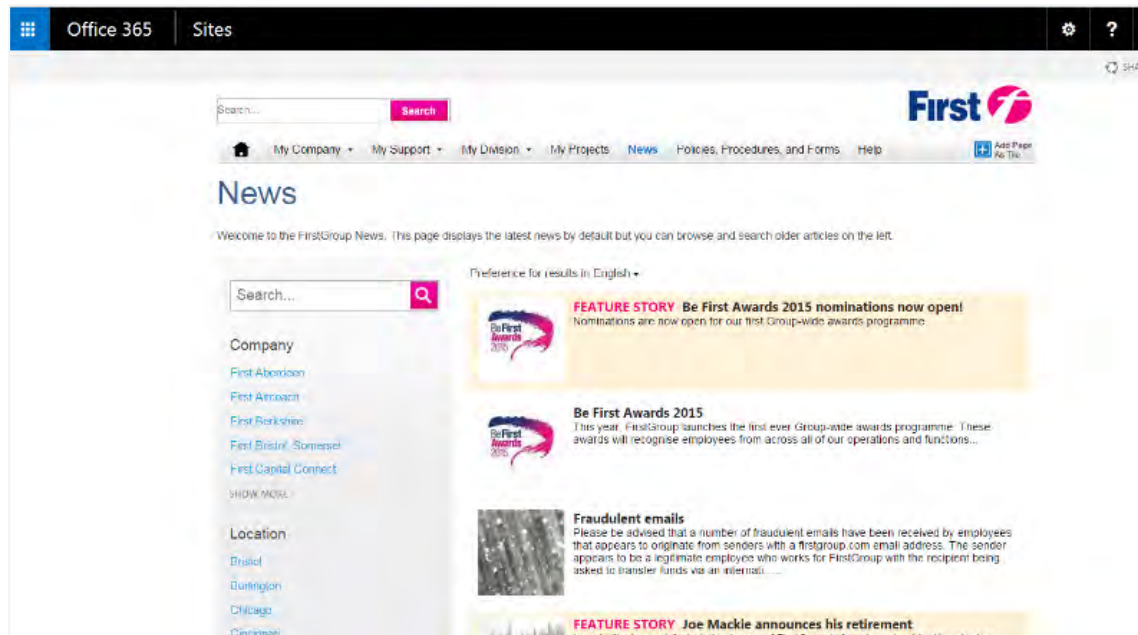
### *Microsoft SharePoint*

All of the reports, procedures and documents will be stored on a Microsoft SharePoint portal. DCTA will be provided read only access to all reports in a format agreed.

First uses Microsoft SharePoint integrated with Office 365, across our business. A key function of SharePoint is its ability to deliver an electronic document management system without the associated overhead of managing additional infrastructure. Flexible management options ensure that you still retain the control you need to meet the compliance requirements set by the DCTA.

Personnel from all levels of DCTA and First can access and collaborate on SharePoint. Access is controlled based on the job role and requirements.





First has an enterprise/corporate level relationship with Microsoft. This level of support will be highly advantageous for the A-train project over the life of the contract.

Since all data is stored on servers and cloud applications, it offers a number of benefits, namely:

- Security – Storing confidential or sensitive information in the cloud provides enhanced data security rather than local along with data encryption which ensures no unauthorized users can access the files. The required security features will comply with 49 CFR Parts 15, 18 & 1520
- Backup – As the data will be stored remotely, it provides the best disaster recovery solution
- Collaboration – SharePoint ideally suited for collaboration purposes. It is bigger than a document management and control solution and is fully integrated with other Microsoft products. This will enable documents to be available on PC's and mobile devices. SharePoint allows for multiple people to edit and collaborate on documents as well as provide appropriate access level rights. There is no need to worry about tracking the latest version or who has made what changes as all files and documents will be version controlled

Our aim is to move to a complete electronic document management and control solution with a limited amount of paper copies held on site. However we do recognize that there will be a need to manage paper records and historical documents. All paper documents will be controlled and a list maintained on the SharePoint site.

### *Staff Engagement and Communication*

All staff with responsibilities in the Quality System and who can influence its performance are made aware of the importance of their input to the processes. The great strength of DCTA A-train will be the small numbers of staff and so the ability to have regular 1:1 encounters between management and employees. Regular team meetings enable feedback from staff to managers. Company communications include: Daily performance telephone conference, Weekly newsletter (email), "Fastline" for urgent communication (email). Each month a brief is circulated to all colleagues, Emailed information is also displayed on Notice Boards, Information is also displayed in places of work where briefs are also provided to colleagues. The briefing process is also used to communicate quality system changes. We will hold team events outside working hours to develop a 'one-team' culture



## Audit and Compliance

To be effective the QCP needs to be followed and continuously adhered to in all aspects of delivery. It is therefore key that adherence to the QCP is checked and audited on a regular basis.

In addition to mandated regulatory requirements, First will complete compliance evaluations through systematic QCP quarterly audits, which will adhere to the following CFR recordkeeping requirements:

- Hours of Service Logs per 49 CFR Part 228
- Dispatchers Record of Train Movements 49 CFR Part 228
- Operational testing records 49 CFR Part 217
- Program of Instruction on Operating Rules 49 CFR Part 217
- Control of Drugs & Alcohol in the workplace 49 CFR Part 219
- Accident/Incident reports 49 CFR Part 225
- Passenger Train Emergency Preparedness 49 CFR Part 239

The GM will have suitable autonomy to allow objective review. This will be a distinct and key component part of his role. He will carry out periodic examination throughout the year and audit of the QCP and can carry out unscheduled audits if required. He can call in further support from First Transit as required. Each section of the QCP will be reviewed for compliance at least four times a year.

*All First Rail maintenance depots are accredited to recognized International Standards, including –*

**ISO9001** (Quality Management)

**ISO14001** (Environmental Management)

**OHSAS18001** (Occupational Health & Safety)

The QCP compliance audits will extend to all First departments and our partners RGPC, and touch on every applicable regulatory requirement across the DCTA property.

Organizational functions reviewed in the audit process will include:

- Facility Inspections
- Maintenance Audits/Inspections
- Review of Rules/Standard Operating Procedures
- Review of Training/Re-Certification Programs
- Emergency Response Planning, Coordination, Training
- Configuration Management
- Systems Modifications (Review and Approval)
- Safety Data Analysis

- Employee Safety Programs
- Hazardous Materials Programs
- Occupational Safety and Health Programs
- Contractor Safety
- Procurement and Specification Engineering
- Drug and Alcohol Testing Program
- Instructor Certification

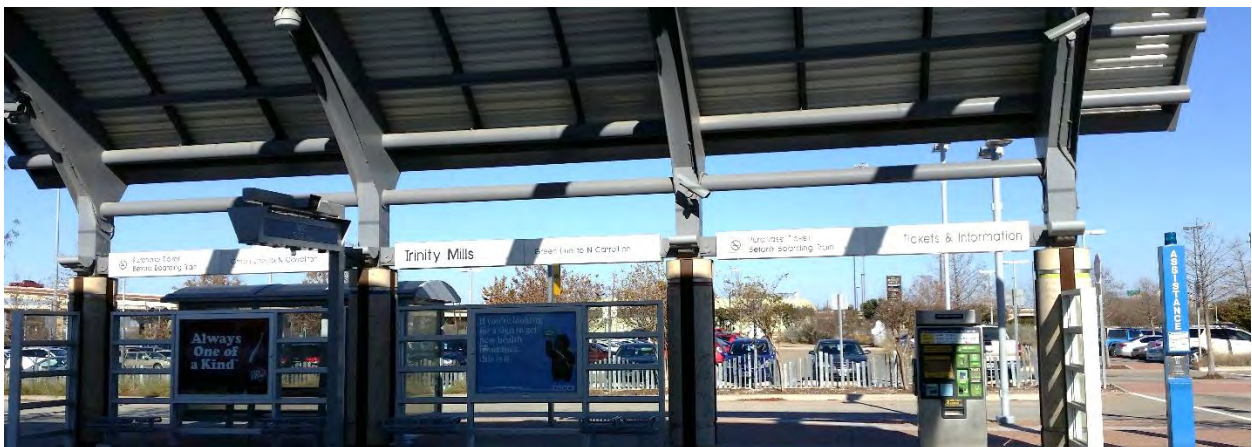
The QCP audit process will also extend to the Dashboard to ensure that all identified accident/injury, and occupational illness data collected has been addressed and closed out.

Deficiencies discovered will be documented by the QCP audit team, forwarded to the appropriate manager for resolution, and followed up on utilizing First's Dashboard and Infor EAM.

Audits will be scheduled at least once a year and may be modified based upon findings, corrective action requests or may be scheduled unannounced on certain departments as and when the need arises.

Through consistent examination of compliance, coupled with ongoing assessment for opportunities to improvements, DCTA can be assured of disciplined delivery of all aspects of the contract.

On an annual basis our First Transit Corporate Office shall carry out an audit to ensure that all employees and subcontractor staff are fully briefed on the policies, procedures, plans, regulatory and DCTA requirements. They will monitor employees' compliance with this and provide re-education as necessary on problem areas identified in audits. The annual audit will be part of a Compliance and Internal Audit program that they will develop and maintain a throughout the duration of the contract.





## Systematic Use of KPIs on DCTA's A-train

First's approach and strategy for the success of DCTA's A-train is to use our operational processes described above. These will be the basis for comprehensive and customized operational planning for DCTA's A-train. In coordination with DCTA's staff, we will develop a systematic approach that will:

- Establish objectives that are SMART – specific, measurable, attainable, relevant, time-bound and centered on DCTA's A-train service, DCTA requirements and customer expectations
- Create action plans, schedules, and associated resource plans to support service delivery
- Provide well-trained and motivated staff, working within First's effective management and supervisory structure
- Coordination with other providers where necessary, including bus operations, interface with Dart and freight railroads
- Support timely provision of rail equipment, maintenance of equipment, dispatch systems, signals and way, and operation of stations
- Identify/develop business processes, measures of outputs, and KPIs to support operation of our 'plan–do–check–adjust' approach. Through operational transparency, ensure results are presented to DCTA, First management and staff, and stakeholders in a way that meets their needs

As the above demonstrates, First will use the KPI metrics to ensure contract compliance, service delivery and most importantly customer satisfaction through confidence in the A-train operation.

The use of KPIs are never seen as just a contract compliance requirement. We not only strive to meet KPI targets, but use the information provided to manage the service and its supporting functions. In First, DCTA can be confident of an operator who can fulfill their service requirements every day.

### SMART OBJECTIVES



**SPECIFIC**



**MEASURABLE**



**ATTAINABLE**



**RELEVANT**



**TIME-BOUND**



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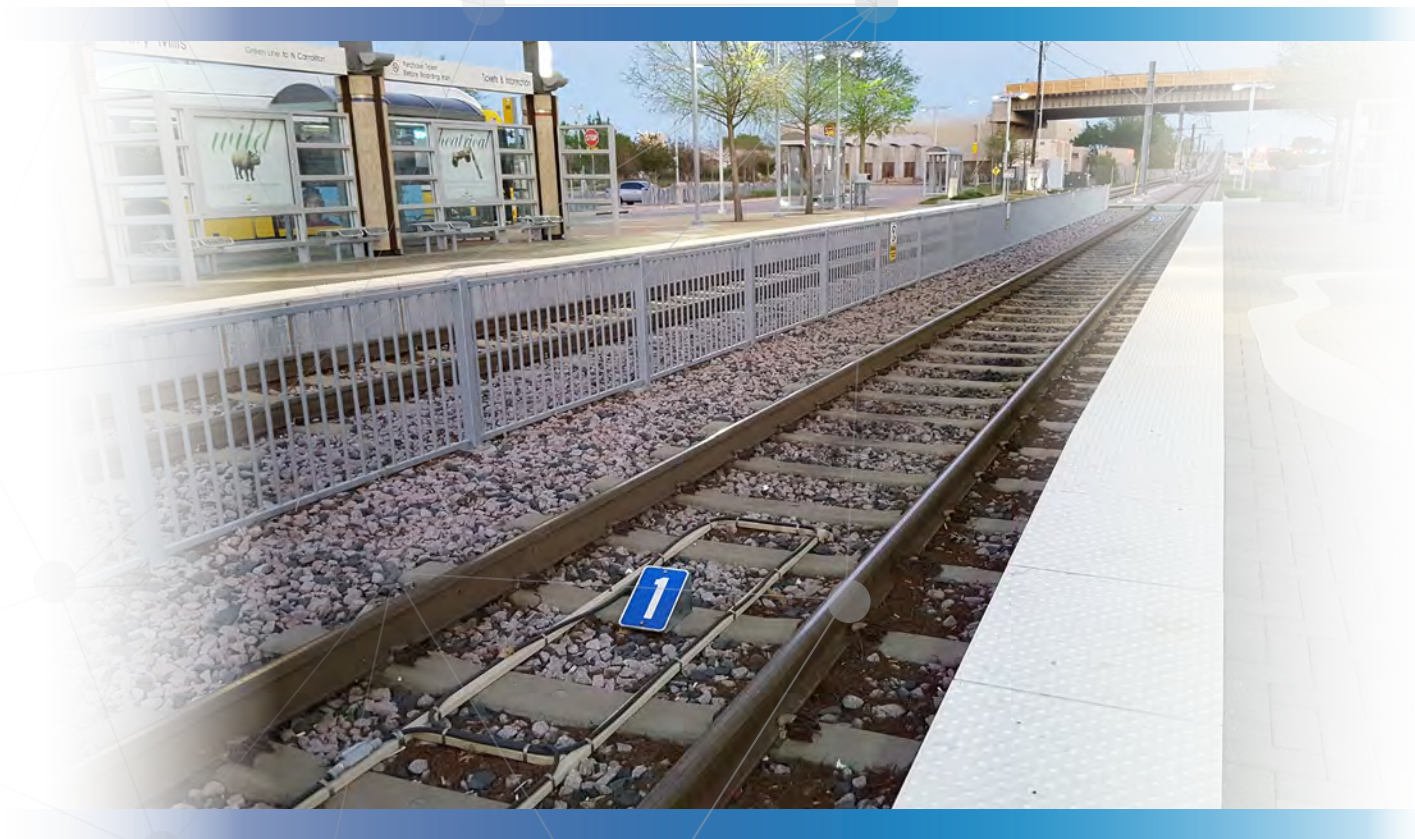




# TAB F.

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## Penalties



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### Avoiding Penalties

First's operations are structured to always deliver our contractual requirements in line with Key Performance Indicators. We work to provide the highest attention to quality service, customer expectations, and a dedicated partnership with our client. Inherently, our commitment to Setting the Highest Standards ensures that we continually avoid penalties. Our objective from day one is to never encounter a reason for penalties to be levied by the client.

This tab is structured to demonstrate our approach in avoiding penalties as part of our daily operations. We also use this structure to promote contract-based incentive program for the betterment of DCTA and its service offer.

What DCTA Requires	Compliance	Demonstration
To develop a harmonious and productive working relationship with the contractor, and together, to manage and maintain a safe, reliable and cost-effective transit service	✓	In partnership with DCTA, First will effectively manage, operate, and maintain all aspects of A-train service delivery to meet and exceed your standards. We will work openly with DCTA to monitor key performance indicators and continually improve service provision
A proactive contract partner that will support the service by delivering improvements through the incentive offer outlined within the Scope of Works	✓	First will use a combination of detailed data analysis and direct investigation to ensure quick identification of issues and support of staff to deliver fast resolution through performance improvement plans. First's rail operations work extensively through its properties to improve train services, customer service, efficiency and revenue Our range of innovations in Tab R demonstrate our approach to supporting client requirements to continually enhance the service and its customer offer

## Approach to Avoiding Penalties

*What is the offeror's approach to avoid penalties?*

First will develop improvements in performance and efficiency and, through close and effective management of the railroad, to avoid all penalties. Our pricing of the service is on the basis that we will have no penalties through non-compliance with goals. Where we develop efficiencies, we will share these benefits with DCTA through the contractual mechanisms. We will plan on the basis that we achieve incentive payments under "future developments and efficiencies" through our innovative approach to working with DCTA.

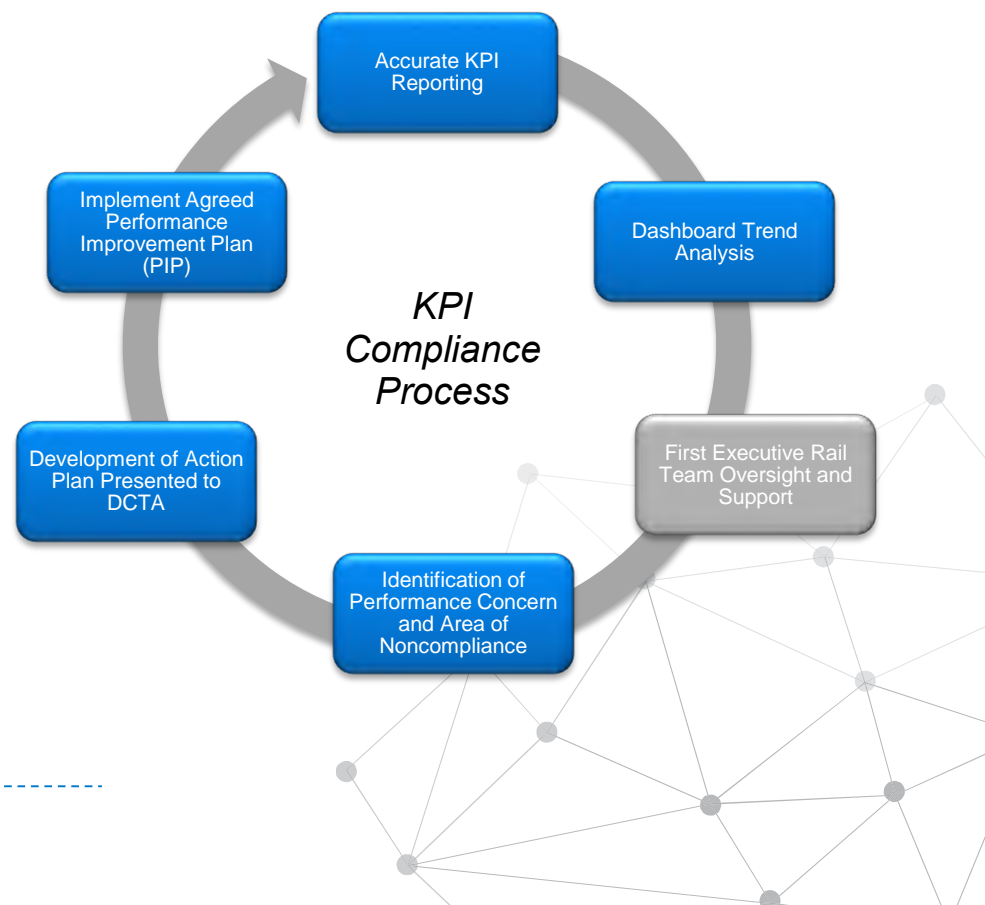
We have enormous experience in delivering against client authority goals. Our client authorities are satisfied by our performance, as evidenced by contract renewals and avoidance of sanctions – we have an excellent track record in meeting contract requirements and avoiding service failures that can result in penalties.

### Actions to Avoid Penalties

The key to avoiding penalties and promoting incentives is our Quality Control and Assurance Plan, described in Tab E. The QC program will create the processes necessary to properly manage the service and therefore avoiding contractual based penalties.

### COMPLIANCE WITH KPIS

While our intention is to always achieve and exceed the KPIs, in the unlikely event of noncompliance, Tom Tulley, General Manager will present an action plan to DCTA to achieve compliance, according to our established KPI plans. As part of this process we will develop Performance Improvement Plans (PIP) which document what measures are to be taken to return the KPI to the required target with each measure having a documented improvement which we can be measured against. In developing these PIPs we will ensure that we



investigate and understand the causes of the noncompliance so that the proposed measures are realistic and will correct the noncompliance. These PIPs will be shared and agreed with DCTA.

Concurrently, the concern will be escalated to our Executive Rail Team. In the extreme unlikely circumstance, should non-compliance occur within two consecutive months (60 days), Bradley Thomas, President, Gregg Baxter, Vice President of Rail, and Tom Tulley, General Manager will meet with DCTA to immediately rectify the situation.

First is confident and certain that no issues of non-compliance will exceed 90 days or four (4) total months to incur any penalties.

## DEVELOPMENT OF PERFORMANCE IMPROVEMENT PLANS

On identification of such an issue, First will use a combination of analysis of information, with investigation by the General Manager, Tom Tulley and the appropriate direct report(s).

### Measurement, Monitoring and Analysis

First's improvement planning draws upon our ability to define service parameters through KPIs, gather and analyze data in Dashboards to establish a baseline on current service, and identify root causes of problems.



First's Dashboard, as described in Tab D, provides strong data collection and analysis – ensuring that trends are promptly identified before they cause a problem. Our continuous measurement and monitoring helps to bring higher levels of efficiency and identify potential challenges. This use of technology to analyze daily service levels and trends ensures that our managers have a close understanding of opportunities to maximize our achievement of KPIs.

For longer term planning and operational management, weekly statistics are measured against goals as well as past performance for trend analysis to ensure quality control and continuous improvement throughout the life of the contract. The Dashboard gives management the opportunity to assess the overall performance of each project both on its own merit and in comparison to other similar projects. First managers ultimately use the Dashboard to optimize



operations and maintenance programs and ensure service quality falls within, or exceeds, acceptable standards.

The Dashboard statistics are discussed at the corporate level between the Vice President of Rail and the general manager to highlight excellent performance, to assist others in achieving their goals, to provide support, and recommend actions to immediately improve individual operations. This results in our senior teams across the whole business having full visibility of the progress of particular contracts and ensures that there are no surprises which can ultimately lead to minor issues escalating into greater problems.

## Direct Investigation of Issues

While analysis of data will be core to identification of trends and issues this will be combined with a “look and see” approach, talking to those close to the issue and understanding the circumstances fully. Through the combination of data analysis and contact with staff it will be not only enable a comprehensive view, but also demonstrate to staff the management teams commitment to work to resolve, recognition of the issues that caused the situation to develop and thus fully engage staff in the swift path to resolution.

## IDENTIFYING AN ADVERSE TRENDS

First’s Dashboard is a consistent measure of service provision, and immediately highlights areas of concern for additional focus through proactive management, action plans, employee coaching, or additional training. Additionally trend analysis can highlight potential problems early each month, so action plans can be developed and implemented before a concern negatively affects KPIs. However this data is also invaluable as part of route cause analysis to ensure the problems underlying problems are addressed rather than what might be expensive remedial actions.

As discussed in Tab D Reporting Dashboard, we have effective processes for service analysis, which will be openly shared with DCTA. Where trends show a risk that our performance could lead to non-compliance with a KPI, DCTA will be readily aware of the alert. As part of our operations transparency, Tom Tulley will proactively discuss service measures with DCTA to minimize service concerns.

*Our pricing reflects our confidence that we will have NO penalties for the duration of the contract.*



## **BENEFITTING DCTA**



## Local Action and Escalation

Tom Tulley, General Manager, has been selected for the skills he has across the range of railroad operations and technical areas. He and our corporate rail team have a wide network of contacts and so will be able to provide the support necessary to communicate and resolve issues, so that safe and high performing service is given to DCTA and our passengers.

We will provide strong escalation opportunities for any problems that arise which cannot be immediately resolved locally. These include access to top industry experts in operations, customer service and technical areas. Throughout First we have significant Corporate Support, as discussed in Tab A, and a wide level of expertise across the Group within rail operations, maintenance, HR, customer services, procurement, legal and safety to ensure that support is always available to our local management team.

Communications are set in a clear framework of responsibility and accountability, allowing managers to access clear lines of escalation of issues to higher levels of management where matters cannot be quickly resolved.



## Incentives

### PROGRESS OF INCENTIVES

First has a track record of innovation and improvement. Within the scope of the response to the RFP we have added initiatives that illustrate our capability to support DCTA's objectives to provide business process improvements, cost savings and revenue enhancements.

We continually seek more efficient and effective ways to provide transport services. Our focus is on providing high levels of quality services and improving the way we do things to ultimately provide better value to our clients, our customers, our employees, and the communities we serve. Our initial analysis and assessment of the DCTA A-train contract scope has identified efficiencies and process improvements that we have included in our price and technical response to this Request for Proposal.

## Committed to Delivering the A-train

First is completely committed to avoiding penalties. We have plans in place and managers of the highest quality to deliver an excellent service to DCTA, fully compliant with the achievement of the contract's KPI Goals. We have arrangements for measuring our progress that will be transparent for DCTA and that will make best use of new technology.

We are also committed to working with DCTA through the life of the contract to continue the process of improvement – providing cost savings, improved customer service, growth in patronage and revenue enhancements. We look forward to success in achieving benefits – for DCTA and ourselves – in developing initiatives within the incentive program framework.



# TAB G.

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## Asset Management



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### Approach to Asset Management

Asset management is a key component of all our business operations, whether managing our own assets, or those of our clients. As we have expanded our rail and transit businesses, First has continually developed asset management capabilities. We have successfully introduced systems and technology to help track and manage large fleets, facilities, and infrastructure, to ensure quality asset management.

Our Tab G response provides detail to our approach, fully taking into account Fixing America's Surface Transportation Act (FAST Act) requirements. We demonstrate that First will be in compliance with contractual requirements as well as fully supportive of DCTA's obligations under the recent legislation.

What DCTA Requires	Compliance	Demonstration
The Contractor will assist DCTA to the fullest extent possible, with meeting the requirements of the Federal Program: Fixing America's Surface Transportation Act (FAST Act) to include the Transit Asset Management Program	✓	We will implement an Asset Management procedure supported by an Enterprise Asset Management (EAM) system based on MAP-21 principles and FAST Act requirements.
The Contractor will be expected to become knowledgeable with the requirements of FAST Act, and to enforce compliance with all applicable standards	✓	First brings DCTA an existing knowledge of FAST Act and will provide solutions to accurately and efficiently meet the changing standards and requirements.
An understanding of the approach to, and tools used to deliver, Asset Management	✓	First brings our use of Infor EAM and MAXAccel Asset Pro coupled with initiatives such as paperless shop to deliver the Asset Management requirements



## Asset Management – Supporting DCTA with FAST Act

*What is the offeror's approach to asset management?*

### *Knowledge of FAST Act Requirements*

In 2013, the FTA estimated that more than 25 percent of rail transit assets were in marginal or poor condition. First understands that one of the FTA's highest priorities is helping transit agencies maintain bus and rail systems in a State of Good Repair (SGR). We know that FTA recommends Transit Asset Management (TAM) practices to preserve and expand transit investments. Having well maintained, reliable transit equipment and infrastructure – track, signal systems, bridges, tunnels, vehicles and stations – will help ensure long term safe, dependable and accessible services.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) mandated – and in 2015 the Fixing America's Surface Transportation Act (FAST) reauthorized – FTA to develop a rule to establish a strategic and systematic process of operating, maintaining and improving public transportation capital assets effectively through the life cycle of such assets. FTA is working on a National Transit Asset Management System Rule that will:

- Define "State of Good Repair"
- Require grantees to develop a TAM plan
- Establish performance measures
- Establish annual reporting requirements to the NTD
- Require FTA to provide technical assistance

FTA's State of Good Repair Formula Program grants are distributed to state and local governments in urbanized areas for repairs and upgrading of rail and bus rapid transit systems that are at least seven years old.

As part of this program still under development, all FTA grantees will be required to develop transit asset management plans that include, at a minimum:

- Capital asset inventories and condition assessments
- Investment prioritization

Additionally, each designated recipient of FTA formula funding will be required to report on:

- The condition of their system
- Any change in condition since the last report
- Targets set under the above performance measures
- Progress toward meeting those targets





Being the largest transit operator in the US provides First with unparalleled experience in managing assets to the stringent requirement of the FTA and other regulatory agencies. DCTA should be confident in the fact that we will use our expertise in asset management to ensure that all equipment and facilities are kept in a state of good repair. All aspects of our operation will maintain DCTA compliance with MAP-21 and FAST Act requirements.

### *Fulfilling FAST Act Requirements for Asset Management*

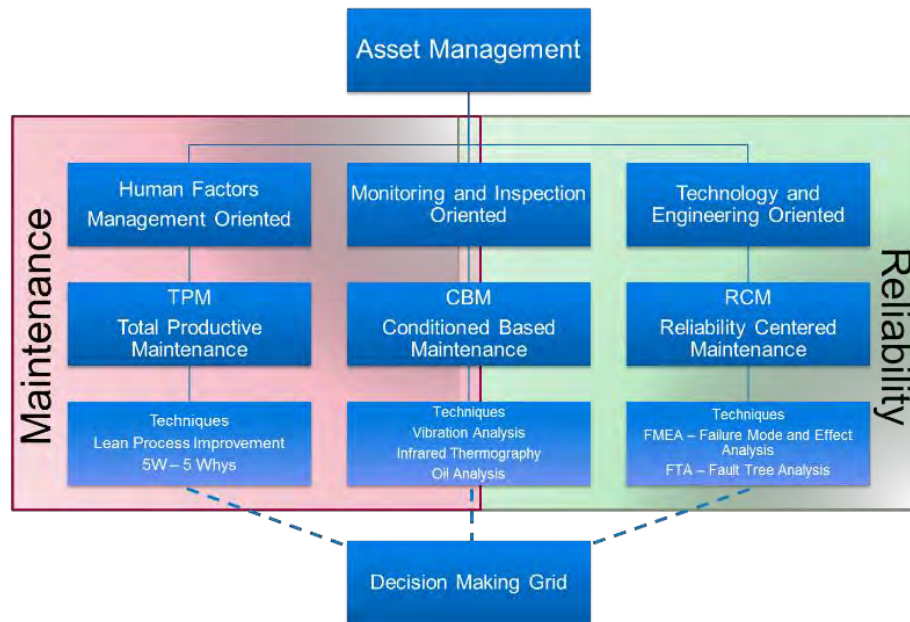
Given the age of the A-train system, DCTA can utilize this opportunity to implement an Asset Management plan through a modern asset management system. First's approach is to implement an Asset Management procedure based on MAP-21 principles and FAST Act requirements. Our approach compliments these requirements which are designed to be:

- Systems-based
- Whole life optimized
- Able to capture asset knowledge
- Risk-based
- Subject to continual improvement

Our Asset Management Plan for DCTA will also include the following:

- Organization and management process
- Whole life asset plan
  - Maintenance planning and delivery
  - Renewals planning and delivery
- Information management system utilization
- Configuration management
- Document control

Overall this approach compliments our system Life Cycle Maintenance (LCM) philosophy, which incorporates the principles of Reliability Centered Maintenance and Condition Based Maintenance. This allows risk assessments, inspections and data analysis to drive maintenance and capital planning decisions. More information on this approach can be found in Tab K, Condition Based Maintenance.



## Capital Asset Inventories and Condition Assessments

First will compile the following information to customize our effective and efficient predictive maintenance programs:

- Asset functionality and configuration
- Asset usage, spot and cumulative condition
- Trending maintenance and renewal history
- Volume and cost
- Failure history, including root cause
- Consequence of failures

To implement our LCM approach we need data that is captured effectively and available in a user-friendly format. As maintenance inspections are undertaken and failure data is reviewed we will adapt and improve the way information is gathered and analyzed. To meet these requirements we have identified agile Enterprise Asset Management (EAM) systems and analytical software to ensure we continually improve our approach to preventative maintenance, capital replacement, and heavy overhauls to fully realize the utilization of all assets.



## Enterprise Asset Management Systems

To meet the performance requirements set by DCTA and improve employee productivity, First will implement our comprehensive asset management solution to quickly realize these benefits within the first year of the contract. Our choice for EAM systems that for the DCTA A-train are:

- Infor EAM – MOW, facilities, stations, MOE, and Signal and Communications, PTC (Inspection records and configuration will not be managed by Infor EAM)
- MAXAccel Asset Pro Signal – Signals and PTC inspection records and configuration

## Infor EAM Rail Asset Management

Infor EAM enables us to track and maintain our customer assets, evaluate associated costs, and manage the assets smarter. Infor EAM provides First and our partners with the capability to:

- Manage full-lifecycle preventive maintenance programs for fleets
- Integrate incidents and delays reported in service with work management
- Improve project management of improvements and changes, tracking, and reporting
- Drive a more preventative maintenance approach through capturing condition and material usage
- Manage fleet configurations across facilities to meet operational requirements

Infor EAM is our software platform of choice for work order generation, maintenance files, reporting, and task supervision. Infor EAM captures and supplies critical data to support day-to-day management decisions, providing our maintenance team with the information needed to keep each DCTA A-train vehicles, facilities and infrastructure assets in 'like new' condition.

*First will implement our comprehensive asset management solution to quickly meet DCTA performance requirements and improve employee productivity within the first year of the contract.*



## BENEFITTING DCTA

### TRACKING ASSET CONDITION

Infor EAM includes multiple levels of concise reporting that assists maintenance and management personnel with daily maintenance and supervisory tasks. Infor EAM tracks our entire maintenance operation, searchable by DMU, facilities, infrastructure asset, and consolidates tasks into the following reports:

- Tier 1 Report – supports technician activities
- Tier 2 Report – provides summary information for line management
- Tier 3 Report – supports higher-level management reviews and decision making

Monthly reports are combined into a database and are available on a secured section of our maintenance website. Our managers can review monthly reports to identify any recurring maintenance trends that will be addressed across all functional areas.

Database reports are generated to help identify problematic systems, repeat repairs, problem vehicles, and miles between in-service calls for each vehicle.

There is a direct link with First's dashboard (please refer to Tab D for more information on dashboard). Reports are provided for the following information on each vehicle:

- Monthly reports
- Total maintenance costs to date
- Special billing reports
- Number of work orders
- Number of service calls
- Number of vehicles, facilities and Infrastructure assets receiving PM
- Downtime by vehicle and infrastructure by asset category
- Summary and detail reports on work orders
- Exception reports
- Inventory analyses
- Work analyses
- Employee performance measurement
- Vehicle, facilities, infrastructure and systems replacement analyses and recommendations
- Development of vehicle and systems and equipment specifications
- Total cumulative and detail records of all subcontract work

Activities that can be tracked and analyzed through Infor EAM include:

Infor EAM Component	Description	Benefits
Task Scheduling	Schedule PM automatically, based on processes defined for vehicles, facilities, and infrastructure. Reports can document equipment due for PM and sort it by company, region, department, or location. Separate tasks by priority, such as critical work orders and routine tasks.	Reduces Asset downtime by facilitating regularly scheduled PM and making allowances for unplanned repairs.
Warranty and Recovery Management	Track warranties, recall campaigns and related data. Users can query the database by serial numbers for components that are affected by specific defects and issue appropriate work orders.	The system allows flexibility in defining how warranty data is managed.
Inventory	Infor EAM includes comprehensive parts inventory data management that supports purchasing, inventory tracking, and transfer, location-level data, and similar information.	Automated inventory ordering and requisition saves money and time.



Infor EAM Component	Description	Benefits
Fleet and Infrastructure Asset Performance Reporting	Infor EAM can generate real-time, on-screen reports in several industry-standard categories. Reports can be generated to track performance of infrastructure assets, location, and equipment type.	This is an essential tool for planning lifecycle optimization and replacement timelines.
Benchmarking	At the close of every month, the maintenance department reports on more than 30 performance statistics.	These Results are compared monthly and between other similar operations to identify potential trends to prevent service downtimes and unnecessary maintenance costs.

## INSPECT, DETECT, REPAIR, RENEW AND REPORT

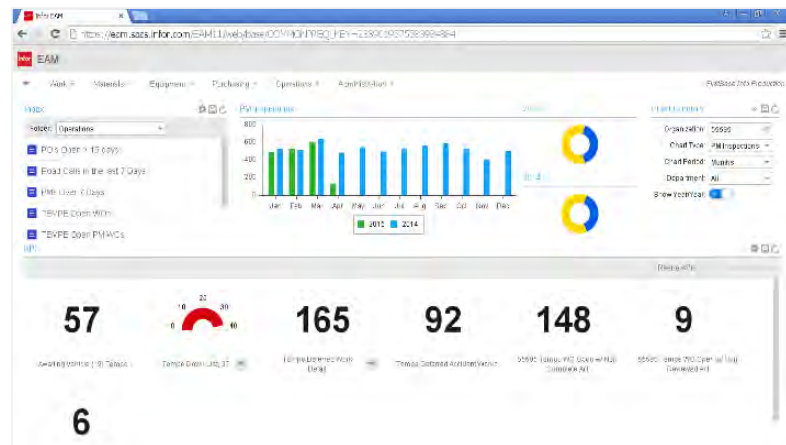
Utilizing our Infor EAM system will allow us to fully implement the use of tablets across all maintenance functions. This will allow maintenance staff for all functions to complete inspections and have access to manuals, track charts, signal schematics, controlled drawings and vehicle wiring schematics to be readily available to staff when undertaking inspections, maintenance and repairs.

We will operate this system in parallel with the existing systems for the first six (6) months to allow us to demonstrate the benefits and ease of being able to develop and maintain a paperless office. We will also work with the FRA to ensure our processes meet all regulatory requirements. This will ensure that we take on full responsibility for the management and control of maintenance while maintaining full visibility for DCTA.



First has successfully implemented tablet utilization at our Maintenance Departments in rail and transit operations such as San Diego, CA and Tempe, AZ.

Maintenance Personnel across all functional areas will utilize tablet computers to improve communication and provide a comprehensive overview of the asset repair history. This reduces costs and improves the effectiveness of the program, ensuring all elements of the maintenance program are in constant communication. Tablet usage facilitates accurate documentation and saves time. In addition, the paperless office initiatives are in line with First environmental sustainability efforts.



The screenshot shows the EAM application interface on a tablet, displaying a list of work orders and a detailed checklist for a specific work order.

**Work Order List:**

- 11812872** Heavy Duty Coach PM A Inspection  
Type: Preventive maintenance  
Equipment: 1465  
Priority: **Scheduled**
- 11812868** PM Follow-up  
Type: Preventive maintenance Follow-up  
Equipment: 1618  
Priority: **Scheduled**
- 11812858** PM Follow-up - Damaged Bumper  
Type: Preventive maintenance Follow-up  
Equipment: 1618  
Priority: **Scheduled**
- 11812857** Scheduled Work  
Type: Work Order  
Equipment: 1101  
Priority: **Scheduled**
- 11812854** Webasto Heater Not Working  
Type: Work Order  
Equipment: 1618  
Priority: **Non-Scheduled**
- 11812853** Drivers Seatbelt Broken  
Type: Work Order  
Equipment: 1618  
Priority: **Non-Scheduled**

**Checklist Details for Work Order 11812872:**

Activity-Trade: 15  
Performed By: [Blank]  
Reviewed By: [Blank]  
Create Follow-up WO [Button]  
Task Instructions [Button]

**Section 1: Preparation and Drive On (In Lot) Inspection**

**13. Check All Warning Light and Alarms**  
Equipment: 1465  
Date Updated: [Blank]  
Follow-up WO-Activity: [Blank]  
Occurrence: [Blank]  
Notes: brake light warning light burned out

**14. Check Auto Trans Neutral Safety Switch**  
Equipment: 1465  
Date Updated: [Blank]  
Follow-up WO-Activity: [Blank]  
Occurrence: [Blank]  
Notes: [Blank]

**15. Start Engine and Listen for Unusual Noises**  
Equipment: 1465  
Date Updated: [Blank]  
Follow-up WO-Activity: [Blank]  
Occurrence: [Blank]  
Notes: [Blank]



Tablets allow maintenance staff to document preventive maintenance inspections, record various maintenance functions and work orders from anywhere in the shop. Maintenance staff will be able to check asset history, repeat repairs, failure reports and open defects on the tablets. All required documentation will be available to Maintenance Personnel on the tablets. Each technician will have their work assignments set on the devices.

The tablets will allow the Maintenance Personnel at the OMF or out undertaking track inspections to be more productive and efficient. If Maintenance Personnel are working more efficiently, they will be able to spend more time on the actual maintenance of the vehicles, facilities, track and signaling and not spend so much time on paperwork. They will also have the capability to work smarter – having work history, wiring schematics, and repair manuals at their fingertips at all times.

Moving toward a paperless system is not only environmentally sensible but also allows our maintenance personnel to spend more time out of the office working on the DCTA assets.

When the work is finished all work orders and repair sheets can be printed, signed and stored in a secure location to ensure adequate paper records are maintained and in line with regulatory requirements.



## WORK ORDERS AND INSPECTION RECORDS

As outlined above Infor EAM provides a service call and defect management database which is a critical component of our Asset Management System, Infor EAM, to ensure that there is a record and control of all defects. This will aid planning as well as production of work orders to rectify the defects.

The maintenance supervisors will ensure that all inspection tasks and defects are recorded onto inspection sheets (work orders). The responsible managers will use Info EAM, to issue work orders for completion by Maintenance Personnel.

As we have outlined above we would introduce the use of tablets to replace paper in order to create the paperless shop. We will work with DCTA to ensure that this meets all their requirements as well as conforming to all regulations noting that there is a requirement to maintain written records. These tablets will allow our maintenance teams to document preventive maintenance inspections, corrective repairs and work orders from anywhere within the shop. Our maintenance teams will also be able to check vehicle history, repeat repairs, failure reports and open defects on the tablets. Key drawings, wiring schematics, service manuals and service

bulletins will be made available instantly to our maintenance teams on the tablets. Each member of the maintenance teams will have their work assignment set on the devices. This will allow them to be more productive and efficient. These tablets have been successfully implemented by First at our Maintenance Departments in San Diego, CA and Tempe, AZ, as well as at Old Oak Common in London with UK Rail.

By maintaining complete and accurate records, it will allow us to make rational, logical decisions regarding our approach to the DCTA A-train vehicles and infrastructure assets.

### *MAXAccel AssetPro™ Signal*

Our partners for Signaling, Communications and PTC maintenance, CTC, are utilizing integrated MAXAccel AssetPro™ Signal. AssetPro™ Signal is a web-based application and the market leading signal asset management software platform, designed to ensure compliance with 49 CFR Part 234 and 236 requirements. The application is fully configurable in setting testing frequencies and providing a dashboard view to indicate assets coming due for testing. Please note all work orders, defects and materials usage will be input directly into Infor EAM.



This management tool allows for predictive analytics and assists in meeting Condition Based Maintenance goals, which include real time tracking of asset inspection, condition, and expected life cycle. Below are a few features that will be delivered:

- OEM service bulletin and product firmware upgrade releases
- FRA 234 and 236 compliance
- Integration with the first transit Infor EAM system and dashboard
- Easy access to historical testing and repair records
- Integrate with AssetPro Signal for Maintainer electronic certification of alert resolution
- Create custom forms for recording Alert conditions on grade crossings and signals.
- Dashboard interface for stakeholder review and assessment
- Real-time access through a computer or mobile device
- Inspection date and who inspected
- Firmware update
- Product service bulletins
- Life cycle expectations

## Investment Prioritization – Capital Planning and Improvements

Utilizing our LCM approach to system maintenance as discussed in Tab K CBM, we will work with DCTA to optimize and priorities investment in the assets utilized for the operation of the A-train Service.

### *Annual Vehicle and Facilities Maintenance and Overhaul Optimization Plan*

To ensure that DCTA achieves the expected life from each piece of equipment and the facility Brian Carroll, our Maintenance & Quality Manager, will develop, control and present DCTA with an Annual equipment and facilities maintenance and overhaul Optimization plan.

This plan will consist of the following information:

- Planned Preventive and Predictive Maintenance Activities
- A review of the Overhaul Status of each piece of equipment for the facilities and vehicles
- Recommended Maintenance Activities for that year by Equipment Number, including:
  - Overhaul activities recommended and the expected duration
  - Materials required to perform Overhaul work
  - Any other planned program maintenance including component upgrades

The information for this plan will originate from OEM recommended maintenance intervals for scheduled maintenance and overhaul, results from condition based maintenance activities, actual condition of revenue equipment (painting and interior work), as well as compliance with any other planned program maintenance activities.

This plan will include 5-year equipment capital and overhaul maintenance activities planned for the DCTA A-train DMU's. These planned capital maintenance activities will include descriptions of the work to be performed and the materials required to perform each planned activity. In an effort to keep all DCTA equipment in a state of good repair, DCTA can expect First to use our LCM approach to optimize these activities with regards to Safety, Reliability and Costs.



## *Annual Maintenance and Capital Optimization Plan*

Ricky Waynes, our Maintenance of Way manager working with our partners Rio Grande Pacific and CTC in collaboration will develop, control and present DCTA with an Annual Maintenance of Way (MOW), Signals, Communications Maintenance and Capital Optimization Plan.

Ricky will work with our partners to provide an annual update on the condition of all assets and will use this information to prioritize capital project investment recommendations for the Capital Improvement Program.

The program will consist of the following information:

- Planned Preventive and Predictive Maintenance and inspection Activities
- Rail Profile Grinding Program Activities
- Ultrasonic Testing
- Continuous Welded Rail (CWR) Replacement Program
- Switch and Turnout replacement Program
- Tie Replacement Program
- Surface and Aligning Program
- Station and Signage Capital replacement Program
- Capital activities recommended and the expected duration
- Materials required to perform Overhaul work
- Any other planned program maintenance including component upgrades

All capital work plans will focus not only on accomplishing the intended project scope on-time and within budget, but with a specific focus on passenger safety and preserving long term value of assets.

## Configuration Management – Change Control

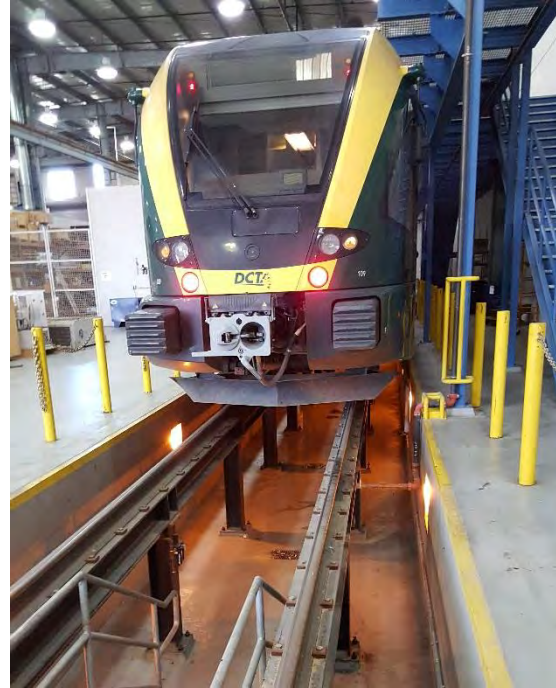
In line with our ISO 9001 quality system we will implement a configuration management process for the A-train. Any new installation, modification or maintenance work performed on or within the system will be fully documented. First will provide DCTA with a complete set of updated plans and/or documents in electronic and hard copy formats within 30 days following completion of the work.

Any changes that we propose will be properly recorded and submitted to DCTA for approval. The Engineering Change proposal, prepared by our responsible managers with support from our partners and our corporate engineering team. The details of the change proposed will be contained in an Engineering Change Notice (ECN). The ECN will document any changes required to maintenance plan or operational requirements, any justification for the change (e.g. safety, reliability or financial) and a risk assessment of the impact of the change. The change will be reviewed by our General Manager Tom Tulley and independently within First by Sean

Kehoe, our Director of Rail Engineering and Quality. The proposal will clearly state if any other regulatory approvals are required prior to implementation of the change.

The ECN will include as a minimum:

- Asset Affected
- Purpose of ECN
- Schedule
  - Changes to original or current
- Parts Books
  - Drawings, prints and schematics
  - Inventory
  - Inspection and repair forms
- Detailed description of work including:
  - Material
  - Tools
  - Disposal of removed items
  - Industrial safety and environmental precautions
- Updating of asset configuration files
- Procedures for functional testing and inspection of finished work
- Instruction for train crews and maintenance staff
- Benefits anticipated from implementing ECN
- Risk Assessment of impact of change contemplated
- Approval from DCTA



## Comprehensive Asset Management

First provides relevant, reliable, and accurate asset information to produce predictive maintenance plans and effective service decisions. Through our use of Infor EAM and MAXAccel Asset Pro Signal, First will ensure comprehensive asset management to meet all contractual and compliance regulations.

As improvements are made and changes occur, First will continually enhance the amount and quality of the information collected for accurate reporting and condition assessment. Our early analysis of asset inventories and condition assessment will allow for greater benefits to be realized across the life of the asset, and support full Life Cycle Maintenance (LCM).



# TAB H.

## Train Operations

TAB H.  
TRAIN OPERATIONS



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## FIRST TRANSIT PROPOSAL

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### DCTA A-train Operations

Tab H highlights our Approach to DCTA Train Operations. The table below outlines the general layout of this tab, summarizing DCTA requirements relating to project approach and how we will comply with and exceed such expectations.

What DCTA Requires	Compliance	Demonstration
<p>Contractor shall perform the train operations and related functions described in the Contract in a manner that will:</p> <ul style="list-style-type: none"> <li>• Provide safe and on-time train operations.</li> <li>• Be consistent with the objective of providing the highest quality service to the public, consistent with the policies of and in the best interests of DCTA.</li> <li>• Be in accordance with all applicable local, state, and federal requirements</li> </ul>		<p>First's approach for successful train operations will:</p> <ul style="list-style-type: none"> <li>• Meet and exceed the Key Performance Indicator of On-Time Performance of at least 98% of trains arriving within 4 minutes and 59 seconds of the published schedule</li> <li>• Provide a safe, secure, and reliable service for employees and passengers</li> <li>• Utilize our local, corporate and international rail experts to accomplish DCTA's goals and objectives for A-train</li> <li>• Implement comprehensive Quality Control programs covering rail activities. We will frequently test our employees for quality/ performance and compliance</li> <li>• Professionally train and motivate employees. Our comprehensive training program includes innovative courses that will distinguish A-train operations as a transportation leader</li> <li>• Deliver exceptional customer service every day and in every customer interaction</li> <li>• Provide excellent information to passengers for their journeys, joining with DCTA in speaking with "one voice" to provide clear, consistent information.</li> </ul>

## Approach to Train Operations

*What is the offeror's approach to train operations?*

### General Approach to Operations

First's approach to the operation of DCTA A-train is to meet and exceed the Key Performance Indicator of On-Time Performance of at least 98% of trains arriving within 4 minutes and 59 seconds of the published schedule. Although this tab will focus on the train operations component of meeting this important KPI, First acknowledges that all departments play an integral role in achieving this goal including: mechanical, dispatch, maintenance of way, and signals.

First will provide a safe, secure, and reliable service for employees and passengers. As DCTA's current partner for transit management services, we will bring our comprehensive understanding of rail and transit operations to DCTA. We will utilize our local and corporate rail experts as indicated in Tab B in conjunction with the breadth and depth of our international rail operations to accomplish the goals and objectives the DCTA has for the A-train service.



*Expanding upon our current Partnership, First will provide safe, secure, and reliable A-train service to meet and exceed your performance expectations.*



## **BENEFITTING DCTA**

### Overview

Tom Tulley, General Manager will lead the First team and ensure that every member of our team is Accountable for Performance for DCTA's requirements. Under Tom's leadership, and in coordination with DCTA, First staff will have a clear understanding of regulatory compliance and the expectations of DCTA, your passengers, and the communities served.

First will fully collaborate with DCTA and support your transportation efforts. Your partnership and input is invaluable and ensures our performance plan is based on DCTA's needs,

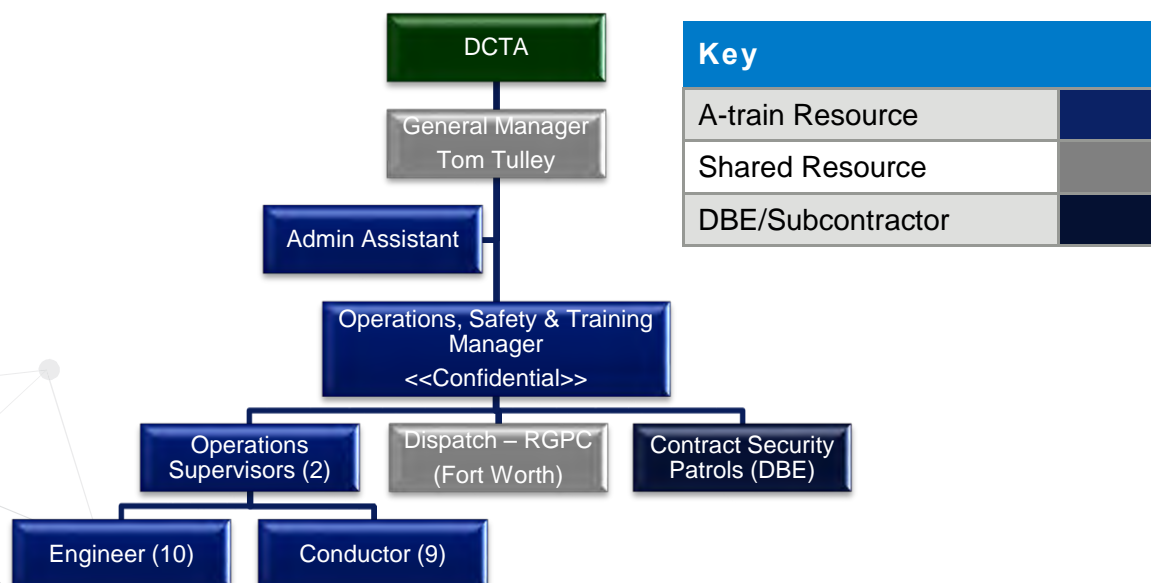
objectives and expectations. Tom will ensure a solid foundation for safe and efficient operations and on time performance is built. He will work closely with DCTA, FRA, various stakeholders and others to ensure First train operations meet the dynamic needs of DCTA service. First will provide DCTA with quality operations and dispatching to achieve on time performance, safe operations and efficient passenger service.

Dispatch is essential to safe and efficient rail operations. It is at the center of coordinating the movements over a busy rail network. Skilled dispatchers will perform all tasks necessary to operate late running trains through the mix of single and double track sections. The GM will ensure that Operations, Safety and Training Manager and the Dispatch team work closely together on performance improvement actions. Details of First's approach to dispatching is located in Tab I.

First will engage in regional coordination with DART and other transportation entities to promote continuity of operations across the system. Our transit resources will be useful in the event of a service disruption when access to busses are required. We will also support DCTA on activities to enhance the service that will include schedule optimization. Crew scheduling will be carried out by the Operations, Safety and Training Manager to meet service requirements and provide flexibility to smoothly accommodate increased demands or irregular operations.

## Management Team

Under the leadership and oversight of Tom Tulley, General Manager First will provide an experienced and knowledgeable management and supervisory team. This team will be always be available to respond to any needs on the DCTA service. Outlined below is First's proposed organizational chart for the Operations and Dispatch departments.



////////////////////////////////////

The Operations, Safety & Training Manager will be the lead transportation officer for the project. This position will be responsible for all employees working in the operations department. The operations supervisors will report directly to the position. First will fill this position with an individual familiar with the needs of the service. This person has a unique combination of safety and operational experience. The Operations, Safety & Training Manager position will:

- Act as the General Manager in his/her absence
- Primary liaison with dispatch and other transportation entities, coordinating daily, situational and emergency operations
- Directly supervise the two Operations Supervisors
- Ensure operations, GCOR compliance, bulletin/technical orders, form Bs, track warrants and other pertinent safety information is available at all times for the Operation Supervisors and crews
- Provide daily safety briefing information, rule of the week, and seasonal safety awareness (i.e.; heat stress, weather conditions, fatigue management, security concerns, special events)
- Direct regulatory (49 CFR 217) and company audit programs, maintain records and submit regulatory documents as required
- Chair the System Safety Program
- Develop, review and implement all training programs, certifications, and qualifications
- Provides first level of disciplinary review
- Investigate incident reports, customer complaints and signal violations
- Identify Rules required for compliance with regulatory requirements, monitor changes, and work with Training Officers to revise training program materials and plan
- Produce and perform Rules Examinations
- Manage the Efficiency Testing Plan
- Maintain System Safety Program Plan, Safety Management System, System Security Program Plan, and compliance with regulatory and DCTA requirements
- Liaise with regulatory safety bodies and attend monthly meeting such as Safety Management Group, DCTA safety and security meetings
- Monitor safety and security performance, produce monthly reports against appropriate company, DCTA, and regulatory requirements

Working under the direction of the Operations, Safety & Training Manager First will employ two Operations Supervisors. Each supervisor will manage the day to day activities of the operations and will directly supervise the train crews.

An operations manager or supervisor will be on property at all times that DCTA trains are operating. A company vehicle will be available for use by the manager as needed to respond to incidents on the property. Each manager will be fully trained and certified to operate A-trains as

either a conductor or engineer. Each individual will be classified as a Designated Supervisor of Locomotive Engineers (DSLE) as outlined in our 49CFR part 240 submission.

As indicated by key personnel resumes, included as an Attachment, our proposed management team is uniquely qualified to manage the DCTA operations. Each manager has specific experience with GCOR operating rules and are familiar with the service area. The Operations, Safety & Training Manager and the two operations supervisors will be fully dedicated to the project.

Complementing our corporate resources First's management team will schedule and lead all required training activities. This includes training in the areas of rules, safety, customer service and contract delivery and compliance. In addition, the management and supervision will be responsible for compliance with all required FRA regulatory programs including but not limited to our 217 plan for efficiency testing of operating employees, our 219 plan governing the testing for drug and alcohol, and 228 plan for compliance with hour of service requirements. This team will also manage all the records regarding our compliance with engineer and conductor certification programs as outlined in parts 240 and 242.

## Train Staffing

First will provide competent, qualified and certified employees to operate the A-train service. We will staff each train with a certified engineer and conductor to cover the scheduled daily service schedule and special trains.



Each employee will be dedicated to the service and will be trained exclusively to meet the needs of the DCTA and its passengers. Our staffing plan will ensure that each employee is fully rested and has daily face-to-face contact with a manager or supervisor of the service.

Engineers and conductors will be scheduled appropriately to prevent fatigue and job complacency. Employees will be placed on a rotating schedule that requires them to work different trains and with different coworkers regularly. We have found this to be the best approach to mitigating the effects of fatigue and complacency in the workplace.

First will also implement a program to cross train and dually certify employees to work as either an engineer or conductor. Our experience with this crewing model has proven effective in



enhancing safety, creating a more global understanding of all positions, achieving higher levels of morale based on upward mobility, and a more efficient operation through an increased number of certified engineers. The cross training of employees provides an enhanced sense of coworker understanding and expands our value of Supportive of Each Other, to help one another succeed.

## WORKFORCE PLANNING, RESOURCING, AND SCHEDULING

First plans on staffing the trains by an Engineer and a Conductor as indicated below:

### DCTA Duty Summary



Days: Monday to Thursday

Commencing: 10/03/2016

Duty No.	Sign On	Run No.	Time On	Relief Point On	Service	Time Off	Relief Point Off	Sign Off	Work Time	Relief	Spr'd Over
101	0358	1	0418	Depot	A	0953	Depot	1003	6.05		6.05
102	0418	2	0438	Depot	A	0853	Depot	0903	4.45		4.45
103	0438	3	0458	Depot	A	0845	TMD				
		3	1005	TMD	A	1245	TMD				
		FC1	1250	TMD	PASS	1310	Depot	1315	7.17	1.20	8.37
104	0458	4	0518	Depot	A	0933	Depot				
		FC1	1450	TMD	PASS	1520	Depot				
		3	1525	TMD	A	1645	TMD				
		FC1	1650	TMD	PASS	1710	Depot	1715	7.05	5.12	12.17
105	0800	FC1	0810	Depot	PASS	0840	TMD				
		3	0845	TMD	A	1005	TMD				
		FC1	1010	TMD	PASS	1030	Depot				
		1	1545	TMD	A	2000	Depot	2010	7.05	5.05	12.10
106	1200	FC1	1210	Depot	PASS	1240	TMD				
		3	1245	TMD	A	1525	TMD				
		3	1645	TMD	A	2100	Depot	2110	7.50	1.20	9.10
107	1458	2	1518	Depot	A	2053	Depot	2103	6.05		6.05
108	1505	4	1525	Depot	A	2046	DDTC				
		4	2120	DDTC	A	2217	Depot	2227	6.48	0.34	7.22
<b>Total</b>									51.80		



### DCTA Duty Summary



Days: **Friday**

Commencing: **10/07/2016**

Duty No.	Sign On	Run No.	Time On	Relief Point On	Service	Time Off	Relief Point Off	Sign Off	Work Time	Relief	Spr'd Over
201	0358	1	0418	Depot	A	0953	Depot	1003	6.05		6.05
202	0418	2	0438	Depot	A	0853	Depot	0903	4.45		4.45
203	0438	3	0458	Depot	A	0845	TMD				
		3	1005	TMD	A	1245	TMD				
		FC1	1250	TMD	PASS	1310	Depot	1315	7.17	1.20	8.37
204	0458	4	0518	Depot	A	0933	Depot				
		FC1	1450	TMD	PASS	1520	Depot				
		3	1525	TMD	A	1645	TMD				
		FC1	1650	TMD	PASS	1710	Depot	1715	7.05	5.12	12.17
205	0800	FC1	0810	Depot	PASS	0840	TMD				
		3	0845	TMD	A	1005	TMD				
		FC1	1010	TMD	PASS	1030	Depot				
		1	1545	TMD	A	2000	Depot	2010	7.05	5.05	12.10
206	1200	FC1	1210	Depot	PASS	1240	TMD				
		3	1245	TMD	A	1525	TMD				
		3	1645	TMD	A	2100	Depot	2110	7.50	1.20	9.10
207	1458	2	1518	Depot	A	2053	Depot	2103	6.05		6.05
208	1505	4	1525	Depot	A	2046	DDTC				
		4	2120	DDTC	A	0012	Depot	0022	8.43	0.34	9.17
<b>Total</b>									<b>53.75</b>		

### DCTA Duty Summary



Days: **Saturday**

Commencing: **10/01/2016**

Duty No.	Sign On	Run No.	Time On	Relief Point On	Service	Time Off	Relief Point Off	Sign Off	Work Time	Relief	Spr'd Over
301	0718	1	0738	Depot	A	1205	TMD				
		1	1325	TMD	A	1445	TMD				
		FC1	1450	TMD	PASS	1510	Depot	1515	6.37	1.20	7.57
302	1120	FC1	1130	Depot	PASS	1200	TMD				
		1	1205	TMD	A	1325	TMD				
		1	1445	TMD	A	1725	TMD				
		1	1845	TMD	A	2005	TMD				
		FC1	2010	TMD	PASS	2030	Depot	2035	6.35	2.40	9.15
303	1640	FC1	1650	Depot	PASS	1720	TMD				
		1	1725	TMD	A	1845	TMD				
		1	2005	TMD	A	0100	Depot	0110	7.10	1.20	8.30
<b>Total</b>									<b>19.82</b>		

On DCTA we will employ 10 Engineers and nine (9) Conductors. We will also have (3) additional qualified engineers (Manager of Operations and (2) Operations Supervisors). These allocated positions allow us to perform continuous operations under almost every scenario.

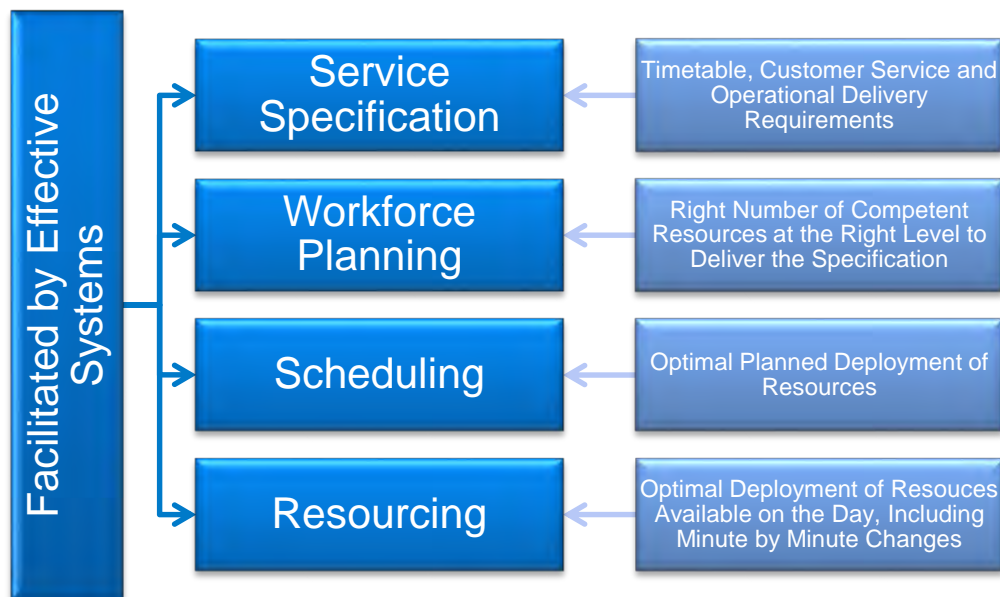
To increase resilience, all conductors will be cross-trained so they are capable of driving trains as Engineers. This process will be achieved over time and will offer a future career development path to the position of Engineer as vacancies arise.

First has significant direct responsibility for Engineers and will bring extensive experience managing train crews. In December 2014 for example, we had 2,507 fully qualified engineers across our rail division with an average productivity of 95%, with an additional 195 driver trainees enrolled on our internal driver training programs.

We ensure a sufficient level of operational staff by utilizing a workforce planning approach that responds efficiently and effectively to day-to-day changes. Our integrated approach to crew resourcing and scheduling, from service specification to real time resourcing, improves efficiency and train performance. Benefits include:

- Work allocated in a cost effective way, compliant with scheduling agreements
- Flexible and skilled coverage and support within a single accountable team
- No depot-specific arrangements, removing non-compliances and mitigating risk of grievances
- Effective distribution of any extra work between staff, reducing cancellation risk
- More efficient and effective service recovery with Control and Dispatch teams

Our workforce planning (see below) takes into account the scope at each location; scale and timing of expected infrastructure upgrades; rolling stock changes; and turnover.



Our workforce plan determines crew recruitment and training needs. Our experience is the basis of knowing the time needed to deliver competent train crew. This enables us to identify the number of people to be recruited, when they are needed, and manage the availability of training resources. Our process ensures driver requirements are identified. We supplement skilled train-planning teams with mathematical optimization tools, to assure diagram efficiency.

## PRE-TRIP OPERATIONS

Prior to taking a train from the OMF, all crews will be seen by a First manager or supervisor. This will happen to every crew every day without fail. The manager or supervisor will ensure that the employee meets the Fitness for Duty Requirements for the service. This includes any indication of impairment caused by legal or illegal substances. It will also include a wellness check if the employee is ill and not able to perform job duties as required.

Employees will be required at this time to power off and store all personal electronic devices. First has a zero tolerance policy for use of unauthorized electronic devices while performing service. Any violation of this policy will result in immediate removal from service and termination of employment. There are no exceptions to this policy.

In addition to the Fitness for Duty Checks the manager or supervisor will conduct a job briefing with the crews to discuss current operating conditions and any special circumstances they might encounter during their trips. Information discussed in the job briefing will include:

- Safety rule of day
- Operating rule of day
- Emergency Preparedness Equipment
- Temporary speed restrictions
- Work areas
- Group travel
- Equipment to be used
- Watch calibration to Naval Observatory Time
- Special events in area
- Weather concerns
- Confirmation of vehicle consist

All job briefings will be documented and kept on file for review by DCTA or Regulatory Authorities.

Once the job briefing is complete, the crew will proceed to the train and perform a pre-trip inspection. During this activity the engineer and conductor will review the following with any discrepancies immediately communicated to the manager or supervisor on duty:

- General equipment condition including lighting, HVAC, Doors, Communication systems, LED signage, ADA and bicycle securement
- Proper paperwork indicating all tests and inspections have been completed
- Security check, including any unattended or unusual items
- Train cleanliness
- Completion of the required class 2 brake test
- Check communication devices on both ends of consist
- Removal of any chocks or skates securing equipment
- Releasing of parking brakes
- Fueling levels

Once the crew has completed the pre-trip inspection they are ready to depart the OMF. It is important to note that the crew has the final say if a train consist can safely operate. If the engineer or conductor takes exception to a safety related item that cannot be corrected prior to the train departing the OMF, that equipment will be removed from service and replaced with the hot spare equipment. The equipment will then be turned over to the mechanical department for required repairs.

First considers the pre-trip component of the job as vital to successful service. It might be the only time during the workday that an employee has face-to-face contact with a manager. It ensures that the crew is properly prepared for the current conditions on the railroad and is fit to perform their required functions. It confirms that the equipment is safe to operate, free of defects and ready for service. It allows for the successful start of the day for the employee, equipment and customers.

## ON-TRAIN RESPONSIBILITIES - ENGINEERS

First crews are trained to work as a team to provide safe and timely trains for the DCTA service. Crews are held equally accountable for service related failures and are encouraged to work together to mitigate service disruptions. We believe that our engineers are of equal importance with conductors to ensure the passenger's expectations of the service are met. The A-train engineers will be responsible for:

- Wearing approved personal protective equipment and uniforms to confirm to passenger their role in providing quality customer service.
- Stopping trains at the designated locations for each station. They will be trained and frequently evaluated in delivering this.
- Accounting for the difference in location depending on the operation of double or single car train sets. As an element of positive customer satisfaction, regular passengers of the service know where to stand on the platform and expect the train to be spotted in a consistent manner.
- Utilizing their experience, skills and knowledge of the territory to sound the horn when conditions require. While the entire DCTA service area is designated as a quiet zone, this will not eliminate this responsibility. Engineers will be continually monitored by the management team to ensure strict compliance with quiet zone requirements.
- Proper train handling. Each engineer providing service to the DCTA will be evaluated a minimum of four times per year for compliance with operating rules but also train handling skills. All evaluations will be documented and reviewed directly between the manager and the engineer.

## ON-TRAIN RESPONSIBILITIES - CONDUCTORS

To many passengers the conductor is the face of the A-train service. They are responsible for the day to day interaction with the passenger. The conductor is responsible for the safe operation of the train and is in charge of maintaining passenger safety on board of the train. Working in conjunction with the engineer, the A-train conductor will be responsible for:

- Ensuring customers board and alight efficiently to maintain service schedule
- Assisting customers with travel inquiries
- Assisting Passengers Needing Assistance (PNA) to ensure they travel in comfort
- Provide all audible communications with passengers not covered by system notification system (reasons for stoppage, delays, conditions, and instructions)
- Supporting the Engineer to meet the exact arrival and departure times for each stop - matching the schedule and the operational bulletins.
- Monitoring ridership including recording boarding and alighting at each station. This will include (at the same level of detail), recording those journeys undertaken by PNAs and passengers boarding with bicycles.
- Maintaining passenger safety at all times including, assisting customers to avoid slips, trips and falls. Recording any instances and follow up actions taken.
- In an emergency situation advising customers on the correct course of action, including where appropriate the safe evacuation of the train.

Information collected will be passed over at the end of the shift to support the validation of the daily report.

## POST-TRIP ACTIVITIES

When the train has completed the run for the day and returns to the yard for service, the operating crew will be responsible for communicating with the mechanical employee in charge prior to entering the OMF. Engineers will receive instructions regarding where to park the train and what position to leave yard switches in for following movements. The conductor and engineer will be responsible for securing their train against unintentional movement as required by 49CFR part 232.103.

All crews will have a face-to-face turnover with the mechanical department to report any issues with the equipment that needs to be addressed. Communication between departments is essential for a safe and efficient operation. Any defects found on the equipment will also be recorded for input into the maintenance management systems as outlined in Tab G.

Crews will then complete any post-trip paperwork including delay reports, unusual occurrence reports, or incident reports.

## Dispatch

The dispatching requirements of the DCTA operations will be performed through our partners at the Rio Grande Pacific (RGPC) at their offices located in Fort Worth, which is further described in Tab I: Dispatch. A backup location will be established at the DCTA OMF, which will be tested and used annually to ensure continuity of service in the event of an emergency or operational issue.



First's successful and efficient operations promote coordination and teamwork between the operating crews and dispatch center. The dispatcher will provide open communication with the operating crew to update the team on required operating information prior to their on-duty time. This will include information regarding the condition of the railroad, any temporary slow orders or work authorities to ensure the safety and efficiency of DCTA operations.

First's dispatcher will be the primary contact for the operating crews in the event of an emergency or unusual condition. Crews will be governed by the instructions of the dispatcher as it relates to any operational issues. The dispatcher will be responsible for coordinating activities with first responders in the event of fires on the right of way, crossing accidents, trespasser incidents, or any other unusual occurrence. In addition to dealing directly with the involved train, the dispatcher will also coordinate response with the local First management team who in turn will work directly with DCTA staff.

## Safe and On-time Performance

### SAFE TRAIN OPERATION

First will ensure safety and security qualification of personnel and equipment. We will use training, monitoring and managerial interaction to influence behaviours that will sustain these elements. Our safety plans will enable employees to identify, eliminate, minimize, and /or control hazards. Reinforcement through ongoing interaction between managers, supervisors and staff will support a sense of awareness for employees where they work. This will foster an atmosphere in which our customers will know they are in safe hands.

First's staff performs pre-trip, on-trip and post trip inspections of their trains. We do this to enhance workplace awareness. Our crews are trained to identify when something is unusual, out of place, or unsafe. They will provide immediate resolution to ensure our customers safety, security and ride quality. It is incumbent upon our managers and supervisors to monitor corrective actions undertaken or reported by train crews. This interaction drives our effectiveness and response process.



## ON-TIME PERFORMANCE

Our approach to performance improvement uses results found in detailed monitoring and feedback. This allows us to quantify our knowledge of problems. As a result we can be responsive and provide immediate improvements. We can facilitate change and implement efficiencies. This will reduce poor performance and is key to our approach of achieving high levels of efficiency. Performance analysis and reporting allows us to provide sustained quality service for our customers and First will be focused on the following:

- Collecting high quality data in a time sensitive manner. This is achieved through collaboration with Dispatch and all O&M functions. For example; there is delay of 3 minutes between Trinity Mills and Hebron station. The engineer advises that his power tripped and had to be reset. The delay is recorded and the MOE department is contacted to review the issue
- Performance reviews must have integrity. When everyone understands what the data is telling them, the results are a useful management tool
- First will focus on delays, delay analysis and reporting/recordkeeping
- Performance will be reviewed in detail at every morning meeting and special meetings as needed. Customers are affected by any train delays and our Operating department will address them immediately. We will always strive to improve performance. When delays are caused by run time issues information will be fed into our modeling approach to identify a positive remedy.
- Acquisition and analysis of operating data is a priority for First. This data will relate to the nature of occurrences and incidents. It will include general information as it relates to their time, location, train, train crew, weather, and customer complaints.

The Dispatchers will collect data as it applies to the following:

- On-time performance
- Daily train and engine assignments
- Delay causality, location, duration (information via text message to specified groups)
- Unusual occurrences
- Hazardous conditions encountered
- Emergency Braking (trespassers, track obstructions, near miss incidents)
- Unusual track conditions observed
- Service disruption/cancellations (via text message, website, and message boards)
- Accidents/incidents (via text message to General Manager, Managers of Operations, Mechanical, Track and Signal).
- Customer Complaints (As they apply to operational disruptions via text message to specified groups)

This will be monitored by management through the dashboard with appropriate action taken to rectify common faults and addresses specific issues



## REVIEW OF DENTON A-TRAIN SCHEDULES

Monitoring performance is a critical management activity in providing quality service. We have the experience and tools to fulfil that promise. First has a history of successfully developing plans for efficient operations. We use proven practices to ensure competent performance and train services that minimize waste. At First, our rail equipment teams have been pioneers in the development and application of Lean techniques, which has consistently led to improvements in efficiencies across our operations.

Based on our review of DCTA A-train service, our operations approach will provide efficiency and achieve high levels of quality service through:

- **Clear understanding of DCTA and customer requirements** – prioritizing our understanding of DCTA and our customers' needs, through meetings, 1:1 discussion, surveys and analysis
- **Comprehensive transportation plans** – recruiting, training and managing our staff, and efficient plans for the deployment of trains and crews
- **Removal of inefficiencies and waste** – identifying opportunities for efficiency improvements and proposing Innovations for service enhancement
- **Performance and use evidence to guide decisions** – using data analysis to inform the decisions we take
- **Empowerment of managers and staff** – developing and empowering our people to be fully involved with our priorities to deliver excellent service to DCTA
- **Logical and systematic approach** – selecting a management team that uses a systematic approach to identify needs for change and potential solutions

First will measure achieved run times from station to station and route merging points over statistically significant periods to obtain a clear picture of the reality. The data obtained will be fed back to the General Manager as well as the Managers of Maintenance, Operations and Track and Signal to fine-tune the schedule. This will provide the ability to minimize potential service movement clashes and assist schedule designers in development of enhanced service and system.

**We offer this first review as part of our response to the base specification and at no additional cost to DCTA.**



## *Disruptions and Bus Bridging*

As a business, First has unparalleled expertise in our ability to deal with both planned and unplanned disruption. Both planned when essential maintenance work or infrastructure investment is taking place and known a long way in advance, or unplanned when unforeseen events disrupt the smooth running of the service.

For each scenario First has developed detailed action plans with clear responsibilities which cascade through each organization. This includes from GM level oversight to management planning and frontline delivery. Following each event First takes a progressive approach to reviewing feedback, data and delivery to continuously improve how we keep our customers informed and get them to their destination as comfortably as possible. This again is reviewed at all levels of the organization.

During disruption, planned or unplanned, we know that our customers want to be kept up to date with timely and relevant information. Our research shows us that they want to know:

- Problem – what has happened, or what will be occurring?
- Impact – what does this mean for me, how do I plan or complete my journey?
- Advice – what are the options for me?

Within DCTA A-train we will use our best practice learning to develop a standard format for providing clear and timely public information which is also integrated with the wider community, most importantly onward travel plans or alternative modes of transport. The public information developed will include:

- Time and detail of disruption
- Reason for disruption
- What impact this has on the service, and resulting level of service
- Replacement bus bridge plans organized by DCTA
- Alternative transport options
- Ticket acceptance arrangements
- How to find more information.

Our staff training will include the knowledge of how to deal with the variety of issues that arise from unplanned events. Our huge operational experience as a business means that we have experience in dealing with almost every type of event, disruption or planned/unplanned event.

Throughout our history, we have learned that engaging our staff and using the feedback from customers, as well as tracking our performance against our measures, helps us improve the quality of the information we provide.

As the provider of Transit Management for your bus operations, First will work with DCTA to develop agreed protocols to respond faster to bus bridging requirements.

In addition we will ensure that we have a plan for service disruption at all of our stations. This is our Passenger Information During Disruption (PIDD) plan. Within these plans we outline the type of event that could unfold at these locations. Within the plan each 'situation' has an appropriate response. To ensure they are always ready for use by station teams, disruption plans are reviewed yearly to update, improve and refine them. This approach will be developed for all A-train stations during the first year of operation.



## *Special Trains*

First will fully support DCTA's special train operations, which offer passengers who normally do not use the service an opportunity to ride the A-train and encourages them to become a regular rider. First will treat all special trains with the same high quality and importance as regular service to provide new passengers the best of A-train operations and support the growth of DCTA's system. At the request of the DCTA First will provide an operating plan with costing to provide the desired services for the event. All special trains will be staffed with an engineer and conductor and will be provided with the proper amount of management oversight. We will ensure that special trains will not interfere with regularly scheduled service.

## *Compliance with FRA Regulations*

The DCTA A-train operations are governed under the rules and regulations of the Federal Railroad Administration contained in 49CFR parts 200-299. First's is pleased to propose a DCTA management team that is uniquely experienced and knowledgeable with these regulations. First's General Manager, Tom Tulley has worked closely with the FRA in his previous job assignments, drafting many plans and programs for a variety of agencies. In addition, Tom has worked directly with the FRA as an Operating Practices Inspector.

Under DCTA operations, First will have compliant plans and programs for the following regulations:

CFR	Section
49 CFR Part 213	Track Inspection and Safety Standards
49 CFR Part 214	Railroad Workplace Safety
49 CFR Part 217	Program of Operational Tests and Inspection
49 CFR Part 218	Railroad Operating Practices/Blue signal Protection Plan
49 CFR Part 219	Program of Drug and Alcohol Control and Testing
49 CFR Part 220	Railroad Communications Procedures
49 CFR Part 225	Railroad Accident/Incident Reporting
49 CFR Part 227	Occupational Noise Exposure
49 CFR Part 228	Hours of Service
49 CFR Parts 229-232	Railroad Locomotive Safety Standards and Inspections
49 CFR Part 239	Passenger Emergency Preparedness Plan
49 CFR Part 240	Locomotive Engineer Certification Program
49 CFR Part 242	Conductor Certification Program
49 CFR Part 270	System Safety Program
49 CFR Part 240	Locomotive Engineer Certification records
49 CFR Part 242	Conductor Certification Records
49 CFR Part 219	Program of Drug and Alcohol Control and Testing
49 CFR Part 228	Hours of Service Compliance and Recordkeeping
49 CFR Part 239	Emergency Preparedness critique and debriefing records and After Action reports

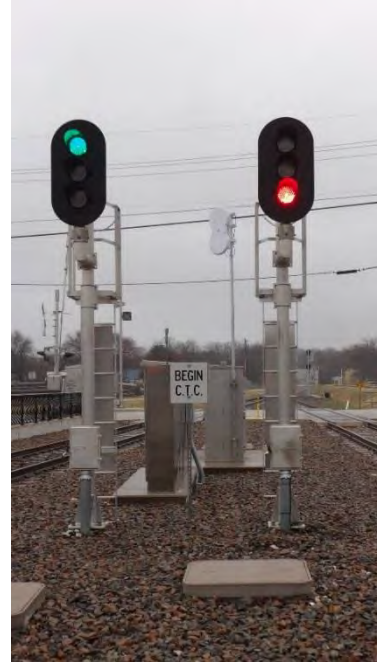
All required programs will be developed and submitted to the FRA during the mobilization period. First has already begun discussions with local FRA inspectors regarding the individual requirements of the DCTA service. In addition we have made contact with the FRA officials in Washington, D.C. responsible for the overall management of the various FRA programs.

Of course, having approved plans or plans on file with the FRA is only the beginning. First's operations managers and supervisors will ensure ongoing compliance and documentation with the programs. All plans and programs on file with the FRA will always be audit-ready and available for FRA Inspectors and DCTA staff.

## Compliance with Local, State and Federal Requirements

First will operate and maintain DCTA service and equipment in accordance with all Federal, State and Local regulatory compliance requirements. Per the RFP, we will comply with the following requirements including but not limited to:

- General Code of Operating Rules
- Division Notices, Bulletin Orders, special instructions etc.
- FRA/ FTA – deliver required programs and plans governing the operation of commuter-rail trains on the general operating system of the United States, to be approved by or submitted to the FRA prior to the start of revenue service. The DCTA System Safety Program Plan (SSPP) DCTA train schedules, public schedules and the physical characteristics of the DCTA territory
- Equipment-operating instructions for the DCTA fleet of DMU's
- The current version of DCTA passenger service policies
- All applicable APTA standards
- Any other applicable statutory, regulatory and/or safety instruction, directives and/or requirements.



All required reporting to any regulatory agency will be the responsibility of the Operations, Safety and Training Manager. We understand the current requirements and will be in compliance prior to the start of revenue service. Our operating crews will be fully compliant at all times as it applies to regulatory requirements.

## Operations Training

Training will be provided by the Operations, Safety and Training Manager and augmented by our corporate staff. First uses various training resources that best meet the needs of DCTA and our operational needs.

*First knows the importance of effective service coordination. We have the necessary experience to implement industry-leading best practices to achieve operational efficiencies for DCTA.*



# BENEFITTING DCTA

## Training Program

All First employees are required to meet the training and certification requirements indicated in our FRA programs. Training is provided upon hire, and additional instruction is provided through refresher courses, monthly safety meetings, and retraining. We do this to continuously emphasize safety, customer service, and operational efficiency. This ensures that all staff understand their roles for A-train service, and proactively work to support First's Values every day.

First's training program includes comprehensive instruction for rail services, introducing innovative courses that will distinguish A-train operations as transportation leader. As examples, our training includes in the following topics, which will be provided to all employees:

- Fatigue Management Program – developed based on research within First rail operations, this is an innovative program that teaches constructive solutions to remedy fatigue-related human errors in the workplace
- Sustained Attention Training – provided through Transportation Certification Services (TCS), this course is based on a 5-year research study funded by the FRA and conducted at the US DOT Volpe Institute for Transportation Studies in Cambridge, Massachusetts. The training has been scientifically validated to improve employee cognitive performance and reduce the incidence of attention-related error, to heighten First employee safety and awareness
- Emergency Preparedness
- Situational Awareness
- Customer Service
- NIMS Training

In addition to required operational training all First operating employees will receive training in the following areas.

- Customer Service
- Americans with Disabilities Act
- Equipment Specific Training on Stadler DMUs
- First Aid CPR
- DCTA Contractual Requirements
- Hearing Conservation
- National Incident Management System (NIMS)



## CURRICULUM DEVELOPMENT

First will produce a comprehensive A-train curriculum and attendant examinations. To accomplish this task, First will use A-train's current Timetable and System General Orders. On-staff course developers will produce training materials quickly and accurately, customizing and developing training programs.

## TRAINING COURSE MATERIALS

Upon award of the contract, First will review and customize a training plan based on industry best-practices, as well as reflecting emerging technologies, i.e. PTC. First will adapt to current technologies and provide real-world training to First's A-train operations and dispatch staff. All materials will be kept current, with refresher training provided for new technologies relevant to A-train operations.

All classroom instructors will be qualified to instruct the GCOR and frequently provide training to new hires, conductors, engineers and management to commuter railroads,

### *Rules Training*

The requirements of the operations management and staff go far beyond moving trains from station to station. It starts with a deep and thorough understanding of the rules governing the operation of trains. This starts with training on GCOR, Timetable Special Instructions, and other required documents. First will use a scenario-based approach to training that has proven to be more effective than traditional type rules classes. Detailed, real-life situations that either have or could occur on DCTA property will be used. Group involvement is encouraged and different interpretations of rules are discussed until a common understanding is reached. These situations bring in all operational requirements including; GCOR, TTSI, FRA Requirements, and local bulletins and notices.

In addition, First will request track access at our own cost from DCTA to use the railroad on days and times the service does not operate to have live training events to create situations that are not possible with live passenger trains or in the classroom. This could include the use of electric lock switches, properly getting past stop signals, shove moves, and various track authority scenarios. This type of instruction is invaluable to operating crew training and will be used as a primary training tool.





## Customer Service Training

First brings sophisticated and industry relevant customer service training, as detailed in Tab R Innovation. We will use the best of our company experience to provide the high standards of training that will encompass all aspects of Engineer and Conductor interaction giving the very best experience day to day, and a courteous and informative approach during times of disruption.

We use a range of customer service training courses throughout First, to develop and reinforce our behavioral standards. We tailor them to the specific requirements of the client and the business, however focusing on skills which are common to all our businesses and which will be incorporated into the courses. The key elements are:

- How and why to **make customers feel welcome**
- How to **communicate positively** and solve problems
- Why policies should be followed and how to **make good decisions**
- How to **manage operational realities** such as time pressures
- How and why to establish appropriate, **professional boundaries** with customers
- How to **avoid emotional escalation**, power wars and other unsafe behavior
- How to interact with supervisors and co-workers in **a mature and positive** way

Prior to operating in revenue service, all employees will be required to complete this training.

We provide a comprehensive description of our approach to customer service in the section “Customer Service & Public Information - The First Way”, below.

## Sensitivity and ADA Training

First’s training includes instruction in sensitivity training a thorough understanding of the Americans with Disability Act (ADA). First has actively engaged these customers and relevant associations and by working with them, we have made many improvements in how we provide the necessary assistance. Our Conductors will receive training as follows:

- A complete ADA awareness program that starts with the defining of the Americans with Disabilities Act
- Training on who is protected under ADA and the goals of ADA
- The Commuter Rail and Transit requirements under ADA
- What is “Reasonable Accommodation” and what opportunities and latitude do our Conductors have to leverage and improve our delivery
- Conductors will be trained specifically in the art of communication with passengers requiring assistance with recommendations and suggestions for a range of situations



First as a Corporation is regularly updating and refining our training program, which is emphasized in employee refresher training courses, as well as incorporation into wider customer service training to other programs during training sessions. For example, a rules class may have a portion of its time allocated to refresh and update staff on changes to the ADA.

## Certification

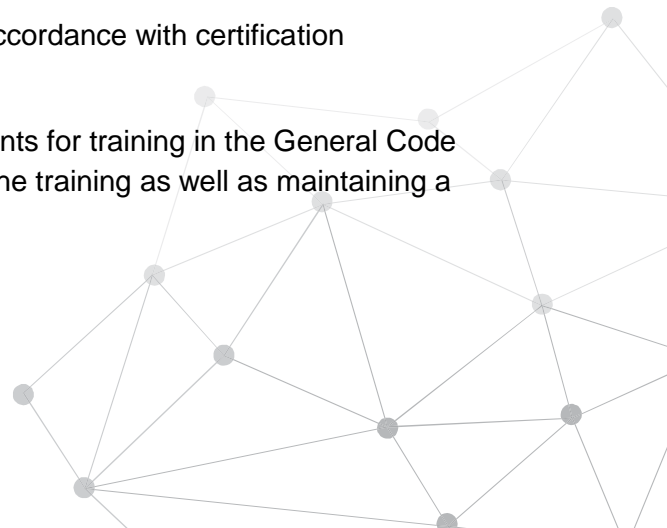
Engineer and Conductor Certification Programs will be administered by First for the responsible implementation of 49 CFR Part 240 & 242, for overall management of the training and testing programs. First has 20 years of experience of training locomotive engineers through our existing rail operations.

Operating crews will also be required to go through our vigorous certification requirements as outlined in our 49CFR part 240 and 242 submissions. In addition to the rules training described above, employees will need to pass vision and hearing acuity tests, company medical exams with EKG and drug screens, driving record reviews to determine potential substance abuse problems, and a written physical characteristics test for the DCTA territory. First will accept previous certifications from the current operator but will require certification under our program within the first year of operations. After the original certification conductors and engineers will be recertified as indicated in our FRA submissions.

Employees whose duties require them to be qualified on A-train operating rules and operations timetable must pass required examinations and retain appropriate certifications for their roles. First will maintain appropriate records for each certified and student locomotive engineer and conductor. Certificates will at a minimum identify the following criteria:

- The issuing railroad or parent company
- Determination by the railroad that the candidate is eligible to perform as a locomotive engineer or passenger conductor
- Candidate information including name, employee identification number, birth date, and either a physical description or photograph of the candidate
- Conditions or limitations, including the type of service or conditions to ameliorate vision or hearing acuity deficiencies, that restrict the person's operational authority
- The effective date of each certification held
- Signed authorization by a designated individual in accordance with certification requirements

First will support documentation for FRA auditing requirements for training in the General Code of Operating Rules. First maintains class rosters reflecting the training as well as maintaining a copy of examinations.



## Customer Service & Public Information - The First Way



At First, customer service is in everything we do. It's engrained in the way we interact with passengers, how we respond to their feedback, how we maintain and operate our services, how we handle our day-to-day responsibilities, and how we serve you, our client.

Our corporate culture drives us to provide the best customer service. To achieve this, we train our staff to identify with customers' needs and expectations.

Furthermore, everyone in our company is empowered to do whatever it takes to exceed expectations. Everyone has an opportunity to positively impact a customer. We achieve this through employees holding strong to our five core values and exemplifying these values every day.

These values and how they relate to this plan are:

- **Committed to our Customers** – we will deliver excellent customer service and information to our customers through every stage of their journey. Ensuring that they feel valued and want to travel with us again
- **Dedicated to Safety** – Our commitment to safety underpins everything we do. It is at the heart of our business. Each and every element of our Customer Service will have this factored into it. As a business we are committed to zero injuries. This means everyone who we engage with, whether it is staff, customers or contractors - we mean everyone!
- **Setting the Highest Standards** for ourselves and each other – we will clearly define our customer service and information commitments
- **Supportive of Each Other** – our teams will work together and with external partners sharing best practice and information to deliver excellence in our customer service and information provision
- **Accountable for Performance** – we will measure and evaluate our performance against the standards we set and will continue to improve

The 'First Way' has been so successful because our customer service approach is tailored by the local management team specifically to meet the needs of the customer. A 'one size fits all' approach to customer service is not appropriate. To fully respond to the requirements there are three key elements to this plan:

- **Customer Service Delivery** – defining our customer commitments and how we will offer outstanding customer assistance throughout each customer’s journey
- **Public Information Development and Delivery** – what key public information we will produce and how we will use a range of channels and progressive technologies to reach customers at each stage of their journey
- **Working with our Communities and Stakeholders** – how we will ensure that our public information is integrated with the community we serve and how we engage with stakeholders to build lasting relationships

First’s approach considers these elements in coordination with building a comprehensive understanding of what our customers’ value at each stage of their journey. We identify the key journey stages and use a range of customer service performance measures and survey information to achieve this.



For DCTA, we have identified measures in four key journey stages where First will either provide the service or can offer support to the Authority, both in terms of customer service delivery and public information accessibility:

Service and Support
Deciding to use DCTA and traveling to the station
The environment and facilities
Train presentation and environment
Throughout the journey, connecting to other modes of transport and if disrupted

This approach ensures that our customer service and public information strategy places the customer at the center of our thinking.

Enabling customers to travel with ease will make travelling with us an easy and a truly positive experience which will encourage further journeys. Within this plan we will set out how we propose to deliver outstanding customer service to all customers and how we will provide accurate and timely public information throughout their journey.

Once the crew begins to operate on the published timetable they immediately become the face of the DCTA and the A-train. Customers will evaluate the service on the timeliness and cleanliness of the train and the performance of the crew. Was the ride smooth? Was the conductor knowledgeable and informative? Was the stop properly announced? This is where First’s crew performance will make all the difference to provide a positive experience for the customer’s perception of the trip. First knows the challenges inherent in public transportation and encourages our staff to provide additional announcements as needed, help with luggage, or

even provide a friendly smile to turn a negative experience into a positive one. The true mark of First's excellent customer service is knowing how to appropriately handle challenging situations.

## Customer Service Delivery

Excellent customer service delivery is a fundamental component of a successful and growing transport business. Customers must feel valued and that their needs are catered for to encourage future repeat journeys and positive recommendations to potential customers. Central to this is creation of a comprehensive customer service delivery plan.

Core elements of this strategy and how they will be deployed are detailed below.

*Meeting expectations is what's expected of us, but First strives to exceed those expectations:  
Exceptional customer service every day and in every customer interaction.*



## **BENEFITTING DCTA**

### CUSTOMER COMMITMENTS

Our customers can trust us to deliver exceptional service every day. Within First we have a clear set of declared customer commitments, which is core to our customer service delivery. We will deploy these to form the backbone of our DCTA customer service offer and these will be briefed to all A-train staff. These commitments are:

- The customer receives prompt, friendly, courteous service and accurate information
- The customer will be kept informed during service delays and handled with extra care in these circumstances
- The customer is treated with respect, dignity, care and compassion
- The customer receives a smile and thank you
- The customer will receive prompt answers to his or her questions

We are passionate about the need for excellent customer service to build and support growing operational demand. We will ensure our front-line staff is trained and monitored for performance, and supported for continuous improvement.



## OUR PEOPLE

Underpinning our customer service commitments are the behavioral standards and skills of our people. Throughout their careers, comprehensive training programs ensure they all our people receive superior customer service training. This instills the behaviors and skills which are fundamental to our service-oriented culture. This has been developed and rolled out within our US and international operations with a continual evolution ensuring it remains current and successful.

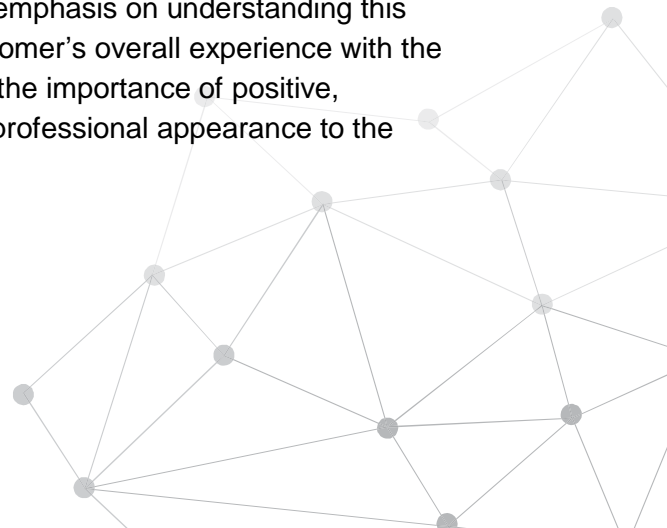
Right from the start it is important that we employ the right people. We look at our company as more than just a provider of transport services. We are a community resource and our people must embody this attitude. To provide a step change in customer service within A-train we will enhance customer service training, lead and empower our staff.

First will give first priority to hiring members of the current workforce who are interested in working for us and who meet our stringent standards. We value their knowledge and their retention will contribute to a seamless transition of service. We look for people who can adopt and inherit the 'First Transit Way'. As a result we will work with the staff to foster the commitment to customer service excellence that can be observed within First. Our corporate culture drives us to provide the best customer service. To achieve this, we train our staff so they can identify every single one of the customer's needs and expectations. Furthermore, everyone in our company is empowered to do whatever it takes to exceed our customers' expectations and everyone has an opportunity to positively impact a customer. That's the First way.

To achieve this all staff will take part in a targeted customer service training program, which will deliver a step change in the way staff approach customer service delivery improving customer satisfaction. This will be completed within the first six months of operation to ensure that day to day service delivery is not disrupted as the training takes place. The content of the training is detailed in the Customer Service Training section above. In addition, First will develop specific customer service policies and procedures to support the service.

## PRESENTATION

For many passengers the only contact they have with the service is through their interactions with the conductor on board the train. First places a strong emphasis on understanding this critical relationship and the importance it plays with the customer's overall experience with the service. First's A-train-specific training program will include the importance of positive, knowledgeable friendly front line employees who display a professional appearance to the public.



Uniform and appearance is also considered a crucial element to the overall experience and interaction between the employee and the passenger. Employees will be required to look professional at all times. This includes both the conductor and the engineer. All employees will be evaluated for appearance by a supervisor prior to performing any activity that puts them in contact with the public. To ensure that all First employees look professional and provide the best impression of A-train service, we will work with DCTA to develop the most appropriate uniform and appearance requirements to meet this goal.

Our employees will present a neat, professional appearance at all times. Our staff – including engineers and conductors – will wear proper uniforms and identification badges at all times while on duty. We provide uniforms to all staff that have direct contact with passengers. Adherence to set uniform policies, which are included in our employee handbook and addressed during training sessions, is monitored by our supervisory staff during crew check-in procedures and during the course of their contact with engineers and conductors. **No engineer or conductor is allowed to be on route unless their appearance meets these standards.**

In addition to uniforms our crews will be required to comply with strict hygiene protocols that cover a variety of areas such as personal hygiene, hair length, visibility of tattoos, and jewelry. Our managers and supervisors will ensure compliance with uniform and appearance requirements during the fitness for duty checks and also through random train and station inspections.

We expect our staff to comply with all operating regulations and the standards set during their training. If a member of staff fails to comply with our requirements then we will take action through counseling, retraining and, if necessary, disciplinary measures.





## COMMON SENSE CUSTOMER SERVICE (CS<sup>2</sup>)

Although formal training is necessary and valuable, we believe that Common Sense Customer Service (CS<sup>2</sup>) techniques are the most effective approach in handling passenger during both times of good operations and when there are challenges. We empower our employees to use common sense when dealing with passengers to make their journey as pleasant as possible.

For example, if a passenger has luggage the conductor will offer help whether they are struggling with it or not. If an elderly passenger is standing they will ask someone to give up their seat for them. If a customer needs to contact someone but does not have a phone the conductor will either offer them use of the company phone or make a request that another passenger allow use of their phone.

These seemingly simple aspects are essential to providing quality operations and customer service. First will utilize CS<sup>2</sup> techniques to promote openness and establish a friendly atmosphere in representing DCTA.

## CUSTOMER SERVICE PERFORMANCE MEASURES

The table below summarizes the journey stages and how we will assess the customer service that we deliver against a range customer priority measures. We will set targets in each area which will be continually reviewed to ensure continuous improvement of the standards delivered.

Stage	Factor	What is measured	How we will measure it
Journey planning – DCTA-led activity	DCTA Website	Usability and Accessibility	We will co-operate with DCTA as the Authority's staff lead on measurement. We will provide comments and assist with feedback and ideas
	DCTA Phone App	Usability and Accessibility	
	Other information systems as they are developed	Delivery and Usage	
At the station	Station Environment	Cleanliness of the Station	Inspections, Surveys, Comments
		Evidence of Graffiti	Inspections, Comments
		Feeling of Safety	Surveys
		Wayfinding signage is clear	Inspections
		Station announcements and information systems	Inspections, surveys
	Station Facilities	Availability of TVMs	Inspections, Surveys, Comments
		Availability of Staff	Inspections, Surveys, Comments

Stage	Factor	What is measured	How we will measure it
On the train	Train Presentation	Cleanliness of Trains Interior and Exterior	Inspections, Surveys, Comments
	Visibility of train staff	Customer Satisfaction based on comments/complaints	Inspections, Rider complaints, Audits
	Ticket Verification	Verification of ticket purchases by our riding public	Historically about 30% of passengers are verified. This information is collected and reviewed monthly.
	On Train announcements	Timely announcements	Surveys and Comments
	Train Environment	Feeling of Safety	Surveys
	On time Performance	Achieving 98%	Train running data
Information	Information Provision/ On train	On Board Announcements Availability of Information – Maps and Onward Travel	Inspections, Surveys, Comments,
	Information Provision/ during service disruption	Success of Passenger Information During Disruption Plan	Surveys
	Information Provision/ Navigation	Availability of Timetables, Route Maps and Neighborhood Maps	Inspections, Surveys, Comments
		Station Navigation and Way Finding	Inspections, Surveys, Comments
	Staff on-train giving information on Transport integration	Availability of connection information. Understanding of staff of onward travel opportunities	Inspections, Surveys, Comments
	Comments Handling	Responding to Customer	Surveys

## FEEDBACK FROM CUSTOMERS

All employees will receive training to help them respond quickly to resolve each query, comment or complaint. Our goal is to work with DCTA to resolve customer concerns quickly and fairly.

Serious concerns warrant a more in-depth investigation or escalation that will require us to investigate using our Complaints Resolution Process. Any complaint forwarded for action from

DCTA will be investigated and responded to within 3 working days by our General Manager. Critical complaints will be investigated and responded to within 24 hours. The opinion of the customer will be considered carefully when evaluating and resolving problems or disputes.

One of our strength's is our ability to respond quickly to feedback and to put it to good use. An example can be found in the case study below:

## Case Study - First TransPennine – Identifying Excellent Staff Conduct

The stations team in one of our UK train companies, First TransPennine (FTPE) provide an example of this in action. Any comment about staff conduct was reported to the relevant Manager who took responsibility to investigate and follow through to case closure. A report was created to collate all information and to assist analysis. This process identified what customers really perceived as good and poor staff conduct and drove changes in training and procedures to match and exceed expectations. Other customer facing functions adopted a similar process and from the start of the project in 2012, FTPE achieved a reduction of 26% year on year in complaints about staff conduct. This initiative has now been rolled out throughout all First rail businesses.



## MAINTAINING QUALITY

Sometimes, not everything goes to plan and it is important to provide refresher training to ensure we maintain the high standards expected from First. In the event that an employee is the subject of a customer complaint, we will investigate the incident thoroughly to understand the root cause. If it is apparent that the complaint is the result of a preventable action, we will provide appropriate re-training. We aim to make this a positive and productive experience to increase the engagement of the employee. However, occasionally, disciplinary action may also be necessary (up to and including termination).

As a provider of rail services, we know that there are numerous transportation options and we must be always mindful that many of our customers will have a choice in the way they travel. In partnership with DCTA, First will ensure that the A-train service will provide quality rail operations that passengers will choose to travel. To promote customer satisfaction, First will provide:

- Regular service monitoring by our managers, at stations and traveling on trains
- Our “Mystery Rider” program, where randomly selected passengers will travel on trains to record key aspects of their customer experience and report on trip satisfaction, compliance, and concerns
- On-train customer satisfaction surveys, available at any time to our passengers

- Taking every opportunity to gain data and knowledge about our existing – and potential – customers, with a special focus on our regular passengers
- Learning from passenger concerns, commendations, and comments, via customer calls, Twitter, Facebook, and especially DCTA staff
- Resolving concerns that arise, modifying operational processes for service improvement, supporting our DCTA staff, and enhancing training
- Holding regular “Meet the Manager” sessions at the principal stations on the network and on trains, allowing customers to speak with our managers to provide comments. We welcome DCTA staff to join us during these sessions.

Finally, monitoring is the ultimate test of customer satisfaction – trends in ridership and system revenues. We will proactively work with DCTA to enhance system growth and develop initiatives to support achievement of DCTA’s financial objectives.

To demonstrate our capability, across our UK rail businesses the average of the individual overall customer satisfaction National Rail Passenger Survey (NRPS) scores for the last two waves 3% above the average for UK rail as a whole. **First Hull Trains scored the highest individual overall scores of any operator in the UK at 96%, differentiating itself through outstanding personalized service to each of its customers.** Through our approach we have attracted approximately 15% additional customer journeys on average across our rail franchises in the past three years.

## Information to Passengers

We will provide excellent information to passengers for their journeys. Effective communication is of primary importance. We are committed to join with DCTA in speaking with “one voice” in an effort to provide clear, consistent information. This approach is essential with passengers as well as with the public and stakeholders. Effective communications are vital through every aspect of our service delivery from the very first day when we mobilize the A-train service and create the seamless transitions from our planning phase to the actual operating of the services.

## DAILY OPERATIONS

Effective communication is the very essence of successful passenger rail operations. Daily performance is communicated by dispatchers to train crews, who in turn communicate to passengers. Current information on train running is communicated to passengers through signs and auto announcements on trains. Passengers

*First will partner with DCTA to provide a seamless image of professionalism and excellence to our passengers through quality customer service and effective communication.*



# BENEFITTING DCTA

can use Where's My Ride to check their train's arrival status on DCTA website. Our dispatchers will communicate service exceptions or interruptions to passengers through DCTA's Rider Alert system.

The Dispatch Center is involved in both voice and electronic communication activities. Dispatchers monitor the running of trains and intervene as required. They use integrated voice communication including radio and telephone. The Dispatch Center provides radio communication with train engineers and field supervisors, and assist train engineers in troubleshooting equipment failure. The radio coordination through the Dispatch Center is invaluable to train crews as that is their only means of allowable communication since they are prohibited from using hand held devices.

The Operations, Safety and Training Manager will coordinate production of a series of scripted announcements to broadcast on board each train. We will not make these announcements at the expense of the regular necessary information on the progress of the train.

Routine communication during normal operations is essential for good customer service. For example train crew announcements will be made:

- Pre-trip
- Announcing station stops
- Delays and connections
- Safety issues
- Special events
- Unusual circumstances
- End of Trip

We will require our train crew to provide timely and relevant public announcements throughout the journey, providing service updates, onward journey information, service stopping patterns information and any safety advice. Sometimes it is the little things which have the greatest impact, for example if it was dark and raining outside the engineer might announce "customers leaving the train here should note that it is currently raining outside so please be careful of slippery conditions".





All our rail operations provide their conductors with training and a supporting booklet on making on board announcements. The booklet for GWR is shown right. This was developed after comprehensive research into what customers wanted from announcements. The booklet sets out standard announcements, for example welcomes and service calling patterns to approaches for different operating situations. All of our train crew will be trained to deliver clear, concise and timely on train announcements. This will be supported by a Guide to On-train Announcements tailored specifically to the requirements of DCTA and will be written in English and Spanish.

## SERVICE DELAYS

Communications move to a heightened level when an accident or incident occurs and all the procedures for notifications and service recovery are in play.

Once notified of an accident/incident event, the Train Dispatcher gathers as much information as possible regarding the accident/incident and immediately and concurrently notifies applicable emergency response units:

- Emergency Medical Services
- DCTA/State/Local Police
- Fire Department
- Other emergency Response Agencies

Then the two way information between train crews and Dispatch must be totally fluid to ensure all responders needing information receive facts and information of the highest integrity. Our Manager of Operations and Safety will maintain close contact with Dispatch and provide a full debrief. The follow-up meeting will determine how well it was handled, including the flow of information.

First will have a communications plan to ensure the safe and efficient flow of information that covers a myriad of scenarios. We will supply information to DCTA and, where requested by DCTA, communication will be held with other transit operators on service coordination, for example for rare occasions when trains are to be held for connections – as for the last trains at night.

**Disruption: Out of course causing delay**

**Greeting within two minutes of unscheduled stop**  
 Ladies and Gentlemen, I am sorry that our train is waiting here at the moment.  
 (If Known) This is due to (Insert reason)  
 (If not Known) As soon as I find out any further information I will let you know.

**Greeting if no recovery**  
 Ladies and Gentlemen,  
 I am sorry for the continued delay to our service which is being caused by (Insert reason)  
 (If Known) We expect to be waiting here for about (x Minutes)  
 (If not Known) I am trying to find out how long we will be waiting.

**Then**  
 I will keep you informed of any updates as soon as I receive them.

**During a longer delay**  
 I shall now be coming through the train and will be glad to assist you with any queries you may have due to this delay in our service today - so please feel free to stop me and ask. Thank you.

**Greeting – Once Cleared**  
 Ladies and Gentlemen Once again please accept my apologies. We are now clear of the problem that caused the delay to our train – I regret that we are running (x Minutes) late. Thank you.

16 Guide to On Train Announcements

Dispatch has a key role in Communications. It is the heart of Operations activities. All train crews and staff will be familiar with the Dispatch Center and staff and establish relationships with staff working there. This will reinforce and enhance communication synergies.

When capital work cause changes to the usual schedule, our train crews will update on board passengers as needed. They will provide further information on issues to ensure passenger awareness.

## *Community and Stakeholders*

Having a clear understanding and coordination with DCTA, we will provide responses to community issues and concerns. These will be in response to requests for special events such as proposed construction activities near the ROW. We will jointly participate with DCTA in town hall meetings to communicate the implications on train operation to address public concerns.

## **NEWS MEDIA**

The portion of communication that deals with media relations is a DCTA responsibility. When dealing with the media, First understands that all inquiries from the news media be directed to DCTA. All other employees are instructed not to discuss the situation with the news media. If an employee is approached by a member of the media, the employee will refer them to the DCTA media relations person to ensure that the designated spokesperson can provide news media with accurate and timely information.

## **OPERATION LIFESAVER**

First firmly believes that rail safety education can, and does, save lives. Injuries and fatalities that occur at highway-rail crossings or on railroad property are a real, but often preventable, problem. Few people realize that in America, a person or vehicle is hit by a train roughly every three hours. First fully supports the initiatives put in place by Operations Lifesaver, a non-profit organization providing public education programs in all 50 states. Their goal is to prevent collisions, injuries and fatalities on and around railroad tracks and highway-rail grade crossings.





## Performance Monitoring and Quality Control

First's operations will achieve DCTA's objectives for A-train, bringing cost-effective, beneficial service innovations to DCTA and your customers. First Sets the Highest Standards, focusing our employees to go beyond required standards to achieve quality customer satisfaction. Our detailed plans for Quality Control are described in Tab E. All of the commitments in our transportation plans means the following for the DCTA and for transportation services:

- An operation that is safe, reliable, and efficient. Our services will be performed by professionally trained and motivated employees. They will be frequently tested for quality/performance and compliance by our team of rail professionals
- Qualified management, understanding his/her roles and responsibilities. They will provide the skills and competency to fulfill the duties of all positions
- Through the use of configuration management we will engage in focused activities that will provide efficient train scheduling, crew utilization, equipment cycling. Through data analysis we will proactively address causality detection and delay reduction programs

Our transportation plans contain comprehensive Quality Control Programs covering rail activities based on:

- A fully compliant 49 CFR Part 217 Program of Operational Tests and Inspections. While a mandatory requirement, this will also be regarded as an educational tool. It will provide positive reinforcement provide the basis for Operating crews performing their duties with excellence.
- Attention to detail with our train crew personnel. This will be managed by our Operations, Safety and Training Manager to determine cost efficient modifications that enhance the customer's perspective of the DCTA brand.
- Program oversight provided by First's Local and Corporate Management will use all resources so customer service is deeply infused into our transportation activities.

First will use detailed operational reporting systems. Efficient use of these systems will enhance our ability to meet operational targets so that our service is cost-effective. We will use a system of operational, and organizational Key Performance Indicators (KPIs). Information contained in the KPI packs provides the information for our weekly, monthly and annual reports. It also allows for real time display of information on the dashboard so that our client has direct access to the information as well. This enables us to monitor our performance, identify trends quickly and continuously work to improve the service by proactively seeking solutions to operational issues. For the DCTA A-train services we will create a set of operational KPIs that are tailored to the system and the performance criteria detailed in the contract. Some of these KPIs will be those that are required by DCTA as part of our contract – we have considered these further in Part E of this submission.

## Improvements and Changes

Identifying and recording service delivery and on time performance is only the first step in improving public transportation. The information collected and analyzed will be used to determine corrective actions and develop improved policies and procedures. Each incident of non-compliance is recorded in our database and assigned to a manager for resolution. That resolution will be passed on to our operations and maintenance staff.

We will drive “service excellence” through building incrementally on current levels of on time performance. We will do this by adding an expanded program of delay causality identification and analysis. Management will use this additional analysis to ensure concerns are rectified permanently, as discussed in Tab D, Dashboard, and Tab E, Key Performance Indicators.

## Performance Modelling

First operations will adhere to the current schedule and will accommodate schedule changes as determined by DCTA through the service change process. Our plans will have resourcing flexibility to operate effectively and efficiently, involving DCTA staff in the design of exercises and providing scenario results.

*First has the experience and capability to support DCTA in the future growth of A-train service through effective planning, management, and performance monitoring.*



## BENEFITTING DCTA

During the duration of the contract First will provide multifunctional performance modeling exercises for DCTA to validate current and potential train schedules by factoring in a multitude of risk scenarios. Through Dynamic Simulation modeling we collect detailed information on simulated train disruptions to evaluate existing and potential train movements and schedules. This enhances our understanding of route capacity, impact of disruptions on performance, service recovery, and maintaining service level expectations, as further described in Tab R, Appendix 1.

Performance modelling is also an effective way to support planning of future projects. First support's DCTA's efforts to include route extensions north of Downtown Denton Transit Center and expand the A-train route system. Our team has first-hand experience evaluating the benefit and optimum location of additional infrastructure improvements and the resulting needs of schedule changes. We have successfully provided time savings and reliability using computer models and analysis on many rail programs worldwide.

## Service Improvements

We will provide a structured train service, focused on regular interval operations in weekday peak periods and connections with DART's Green Line.

We propose a phased service development that will move the weekday peak services to a shorter and more regular service interval. Any changes will be approved by DCTA. The program we propose is:

- At inception, we will operate the currently published schedule.
  - On weekdays this means a peak service at 22 minute intervals and off peak a service to facilitate connections with the DART Green line.
  - On Saturdays we will operate the current service.
- Once DCTA has approved a recommended schedule, First will perform weekend tests to determine the best practices to meet the peak 20 minute interval goal. First will carry out these tests and detailed investigations at no cost to DCTA.
- Once proven and accepted by DCTA we will implement the changes to accomplish the goal of 20 minute peak headways. On weekdays we will provide DCTA a service that operates a 20 minute interval peak service, with a 40 minute interval transition to a service operating every 1 hour 20 minutes between the peaks. On Saturdays, we will operate the current number of trains, at times agreed with DCTA.

Train times will be coordinated to meet the DART Green Line trains at Trinity Mills and allow good connections. We provide more information in Tab R, Innovation 20 Minute Peak Frequency.



## Supporting Service Improvements

First recognizes that services need to be matched to client and customer requirements and often need to be adapted over time.

While First will ensure our operations plans adhere to DCTA's desired timetable within the agreed train miles and hours as specified ahead of revenue operation, we remain flexible in implementing timetable revisions to meet client goals and/or operational efficiency and passenger growth. Through the development of our offer we have considered the RFP requirements and clarification responses (particularly Q85 and Q278). Our proposal is based on the 10% increased service provision occurring within the existing span of operation. It does not envisage Sunday operation or a significantly increased peak frequency.

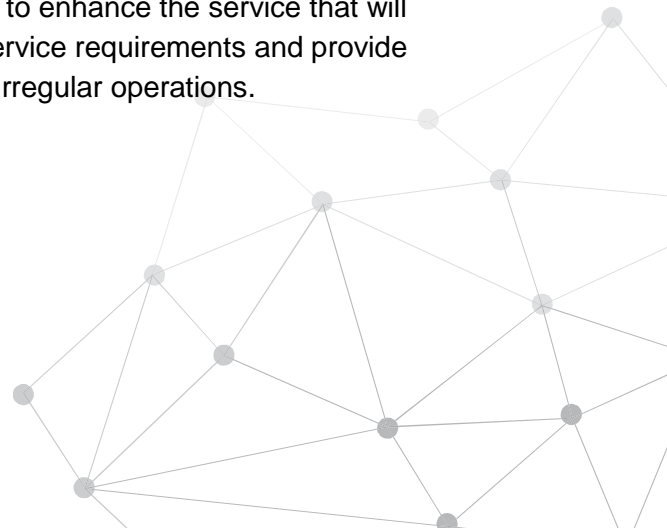
Our success in delivering such change in our rail operations has seen significant growth in patronage over the last decade. We would relish the opportunity to share our knowledge and support service improvements. Such changes can be delivered through our significant scheduling capability. First also has access to performance modelling techniques (described above) to ensure operational integrity is not compromised and performance is not reduced. More detail can be found in the Tab R, Innovation.

## Achieving Train Operations Excellence

Led by Tom Tulley, General Manager, First will provide DCTA with quality operations and dispatching to achieve on time performance, safe operations and efficient passenger service.

First will fully collaborate with DCTA and support your transportation efforts. We will work closely with DCTA, FRA, various stakeholders and others to ensure First train operations meet the dynamic needs of DCTA service. First staff will have a clear understanding of regulatory compliance and the expectations of DCTA, your passengers, and the communities served.

The GM will ensure that Operations, Safety and Training Manager and the Dispatch team work closely together on performance improvement actions. First will engage in regional coordination with DART and other transportation entities to promote continuity of operations across the system. Our transit resources will be useful in the event of a service disruption when access to buses are required. We will also support DCTA on activities to enhance the service that will include schedule optimization. Crew scheduling will meet service requirements and provide flexibility to smoothly accommodate increased demands or irregular operations.



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All First employees are required to meet the training and certification requirements of the FRA. First's comprehensive training program will introduce innovative courses that will distinguish A-train operations as transportation leader. Training will continuously emphasize safety, customer service, and operational efficiency.

Our local management team will tailor our customer service approach to specifically meet DCTA's needs. All First employees will provide the best impression of A-train service. We will assess the customer service we deliver against a range of customer priority measures, setting targets in each area, which will be continually reviewed. We will provide excellent information to passengers for their journeys, joining with DCTA in speaking with "one voice" to provide clear, consistent information. We will work with DCTA to ensure we communicate effectively with our communities and stakeholders.

Our comprehensive Quality Control Programs will focus our employees to go beyond required standards to achieve quality customer satisfaction. We will use a system of operational and organizational Key Performance Indicators (KPIs) to monitor our performance, identify trends quickly and continuously work to improve the service by proactively seeking solutions to operational issues. We will analyze service delivery and performance to determine corrective actions and improve policies and procedures.

As DCTA's current partner for transit management services we will bring our comprehensive understanding of rail and transit operations to DCTA. Our Operations Plan will deliver a safe and reliable service operation using our integrated approach to safety, performance, customer service and efficient operations. It will maximize on time performance.





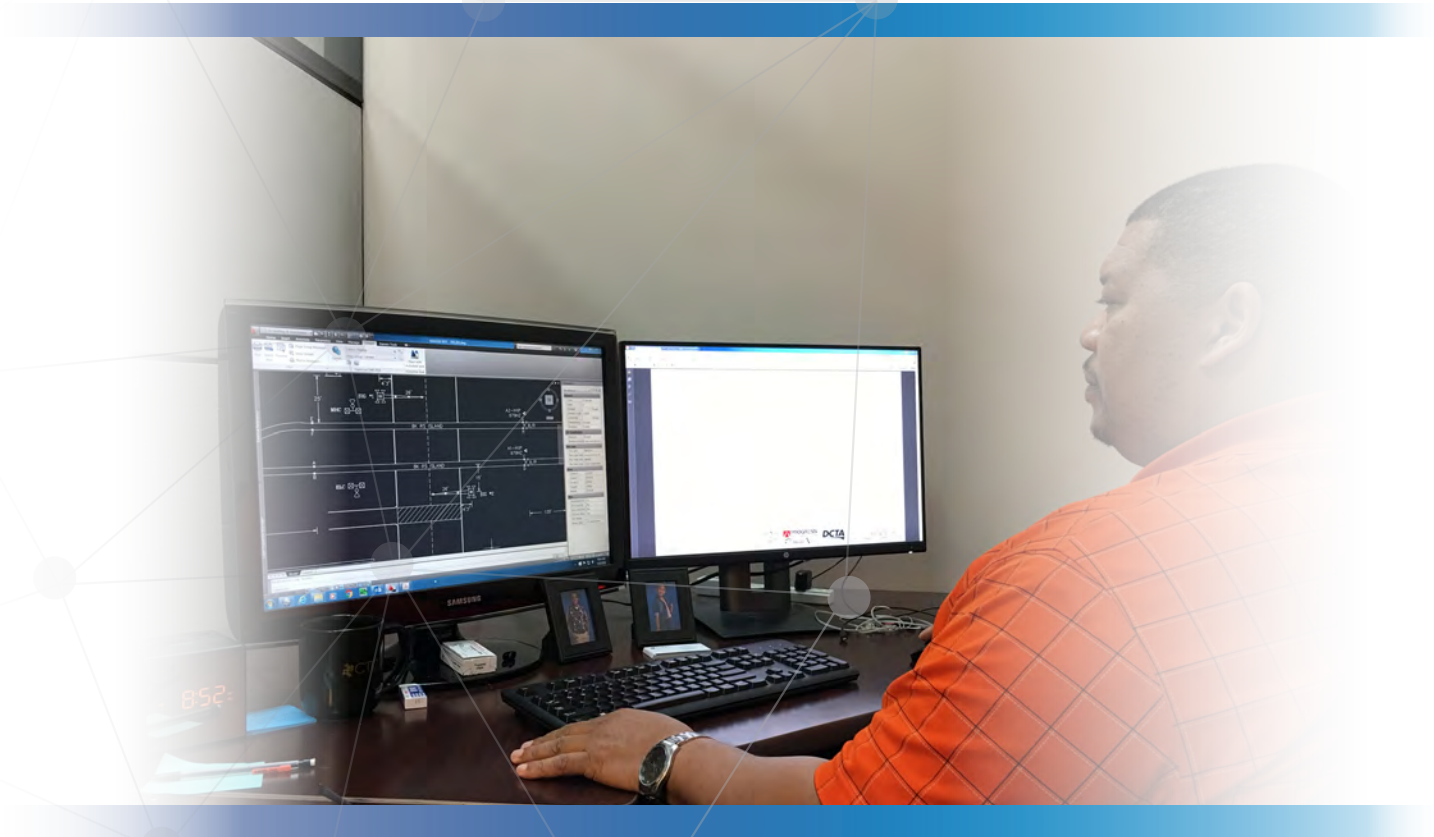
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# TAB I.

Dispatch



TAB I.  
DISPATCH



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## FIRST TRANSIT PROPOSAL

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## Approach to Dispatch

### *What is the offeror's approach to dispatch?*

First is committed to providing DCTA with the finest operation, which will be brought to A-train service through our expert service partners. As part of our team approach, First will be supported by North Texas-based Rio Grande Pacific Corporation (RGPC) for dispatching services to the Authority and its passengers.

RGPC, which was founded in 1986 as a railroad holding company, currently provides primary and backup dispatch for 10 railroads:

- New Orleans & Gulf Coast Railway Company
- Nebraska Central Railroad Company
- Wichita, Tillman & Jackson Railroad
- Idaho Northern and Pacific Railroad Company
- Dakota Missouri Valley and Western Railroad
- Mississippi Export Railroad
- Natchez Railway, Inc.
- Southwestern Railroad
- Texas Pacifico
- Whitewater Valley Railroad



This is a task that covers approximately 2,000 miles of main track throughout the United States. In parallel to First's integrated partnership approach with RGPC, First has over 20 years of extensive in-house commuter rail dispatch experience. The extent of our international dispatching experience gave us the ability to choose the best partner to provide dispatch service for DCTA.



First is able to offer DCTA customized, fully FRA compliant dispatching support from day one, and will rely on a number of best practices, including the power of analytics and a customer-first approach, to deliver the service DCTA and its riders deserve.

What DCTA Requires	Compliance	Demonstration
DCTA requires the contractor to maintain 99.9% dispatch operational availability during scheduled hours of operation of the dispatching system. DCTA Dispatch Center at the OMF to serve as the back-up/ disaster recovery site	✓	Back-up dispatch to take place anytime, anywhere in the world where Wi-Fi supports cloud based usage.
Propose where primary dispatch activities are to take place	✓	Primary dispatch will take place at our existing facilities in Fort Worth, Texas
Dispatch from back-up location for one week annually	✓	We will dispatch from a back-up location (DCTA OMF) one week annually. Due to the flexibility of our proposed software, we will afford DCTA the opportunity to determine where emergency dispatch operations are performed one week annually.

## Train Dispatching

First will deliver the requirements of dispatching fully supported by the expertise of Fort Worth, Texas-based Rio Grande Pacific Corporation (RGPC). RGPC offers a full range of complimentary, FRA compliant dispatching services aimed at helping customers reduce their overhead for dispatch staffing and equipment while optimizing track time and mitigating delays. A large part of the dispatching services offered include the provision of customized reports and metrics. These will be tailored to meet specific client needs. This results in the additional benefit of improved record retention, including electronic record keeping.

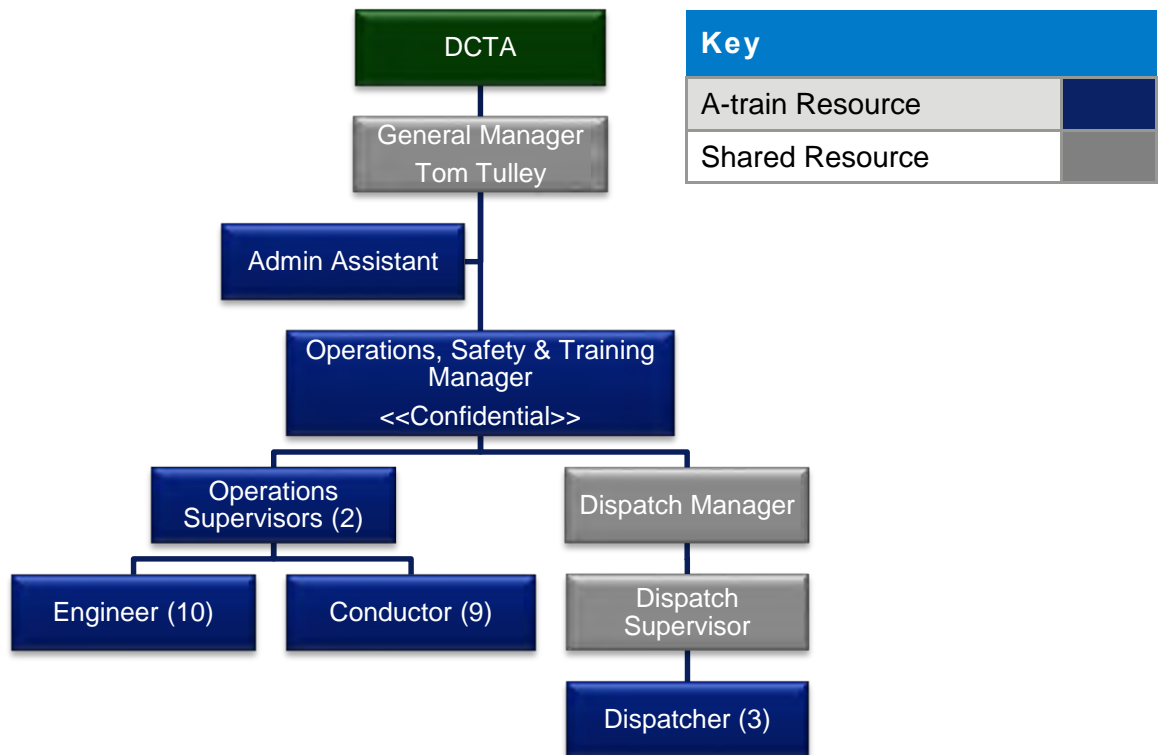
*First's dispatching team will ensure efficient use of track time and mitigation of delays for the best in A-train service.*



# BENEFITTING DCTA

Over the course of this partnership, RGPC will put its many years of dispatching expertise to use. The Fort Worth dispatch center operates around the clock, 24 hours a day, 365 days a year, in order to meet customers' needs. The center currently supports upwards of 1,100 crew starts, while typically issuing over 1,800 Track Warrants and 200 bulletins on a monthly basis.

Overseen by Tom Tulley, General Manager, we will provide experienced dispatch operations for A-train services, as illustrated in the department organization chart below:



## Dispatch Staffing

### Dispatch Coverage

Primary dispatch will be managed by RGPC's existing in-house dispatching team at their corporate headquarters in Fort Worth. The dispatch center is a shared facility, which will improve cost savings and efficiency. We will utilize a dedicated desk for DCTA within the shared facility, providing DCTA with around the clock coverage 24 hours a day, seven days a week. The structure under which our new dispatch center has been developed, along with our A-train staffing plan, ensures that DCTA passenger rail services take priority over any other railroads we operate. This is a huge benefit of our approach compared to our competitors, who will often have to dispatch other rail services, such as DART or TRE, ahead of A-train services.

The rotation schedule for our team of A-train dispatchers will meet the FRA regulations in 49 CFR §228. The rotation coverage and spare/on-call duties ensure time to provide training and coverage of special events. First's management staff will also provide schedule coverage as needed.

## *Dispatch Responsibilities*

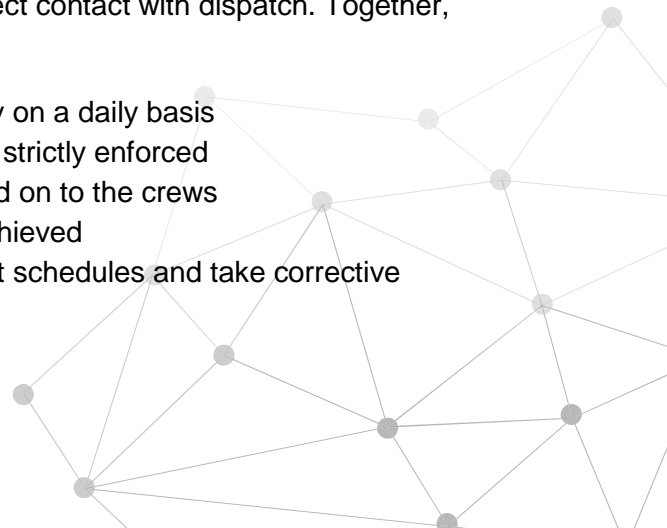
In order to achieve safe and efficient supervision and control over the A-train operation, our dispatch services will adhere to all operating and safety rules, orders, procedures, and regulatory standards. This includes the General Code of Operating Rules (GCOR), employee timetable, Train Dispatcher rules and System Special Instructions (SSI). Our dispatch staff will execute the following daily tasks:

- Monitor the train service and ensure that trains operate according to their timetables and operator shifts
- Respond to and manage events or delays on the network including: notifying relevant parties, implementing service recovery plans, and providing information to passengers
- Record and enter train movements into the asset management system, including FRA-required logs and records
- Work with engineers, maintenance teams, and staff to manage the rail operations
- Issue track warrants and certificates for protection of routine and non-routine line maintenance activity and excursion services
- Brief engineers, dispatch and staff for shift handovers
- Post and advise engineers of changes to the operating timetable and adverse weather conditions
- Notify management of all operating rule violations including grade-crossing failures, and notes of extraordinary and unusual events
- Create Delay Reports in the Incident Management System, classifying each delay according to the cause of the delay to allow for appropriate management response
- Provide and distribute any information as is directed by DCTA to transmit to the public

## **MANAGER OF OPERATIONS, SAFETY & TRAINING**

The Manager of Operations, Safety & Training will have direct contact with dispatch. Together, they will work as a team to:

- Provide optimal operational readiness and rail safety on a daily basis
- Ensure that the General Code of Operating Rules is strictly enforced
- Guarantee all characteristics of operation are passed on to the crews
- Ensure full understanding of operational safety is achieved
- Provide quality service by enacting solutions to meet schedules and take corrective actions before service is negatively impacted





## DISPATCHER

Train Dispatchers are accountable for safe work and operating practices, thorough knowledge of the General Code of Operating Rules (GCOR) and compliance with all Federal Railroad Administration Guidelines. Dispatchers will be responsible for:

- Using the Wabtec, and in the future RailComm, systems to safely dispatch trains
- Issuing Track Warrants via radio and telephone
- Completing reports for the Operations department
- Performing tasks necessary for the efficient operation of the dispatcher's office

### *Cross Functional Training*

Experience has proven time and time again that helping employees understand the roles and responsibilities of others across the organizational spectrum is imperative to a culture of support and success.

Twice throughout the year, dispatchers ride the trains with the train crews to gain a better understanding of the operational responsibilities and challenges accompanying dispatch. Likewise, engineers are brought into the dispatch center, at least twice a year, to observe and participate in real-time dispatch. This creates a stronger mutual respect between dispatchers and engineers, and has historically resulted in improved working relationships across our rail businesses.



### *Dispatch Qualifications, Training and Certification*

To support our dispatch staff in complying with all applicable rules and regulations, we will provide ongoing training and development sessions. Topics to be covered in the training for dispatchers likely include:

- General Code of Operating Rules (GCOR)
- Timetable and System Special Instructions
- DCTA and internal office SOPs
- Dispatcher and DCTA Manual of Operations
- Paging and notification protocol



- Federal, state, local, TxDOT, AAR, FTA regulations and requirements (CFR Parts 214, 217, 218, 220, 232, 233, 236, 238, 239)
- Drug and Alcohol rules, regulations and programs (CFR Parts 40, 219)
- Hours of Service requirements (CFR Part 228)

This training is particularly critical for any new dispatch employees, who will typically undertake 580 hours of dispatch specific training in both in a classroom environment in addition to on the job training.

During 80 hours of classroom training, new dispatchers are trained in safety, operating rules and dispatch protocols. RGPC is currently in the process of developing a new training system that allows new dispatchers to take multiple training exams online. Once the system is developed, trainees can log in and take 'practice tests' to determine what areas of study need improving. However, the final exam is proctored on company property. After classroom training is complete, dispatchers are subjected to 500 hours of on the job desk training.

## DCTA Dashboard

### *Dispatch Analytics*

All key dispatch data, including KPI metrics, will be available to DCTA in real-time via a customized, cloud-based dashboard. The dispatch data will include details on reportable analytics found in Tab D. These analytics will be customized for DCTA's needs.

### *Internal and External Communications*

In order to provide key dispatch updates to relevant stakeholders, automated notifications will be deployed. These communications fall under two main categories:

Text Group	Audience for Communication	Purpose of Communication	Notes
3 Minute Text Group	Key operations staff	Provides critical information required to begin mitigation efforts	First's General Manager will be the liaison that provides detailed information to DCTA during mitigation efforts
11 Minute Text Group	All key stakeholders	Provides any relevant incident/delay information	This allows up to date information while First Management works mitigation efforts

**3-Minute Text Group.** This information is provided to key operations staff, including First management and response teams. This allows for initial actions and the ability to provide base information (train ID, location, type of incident) to first responders.

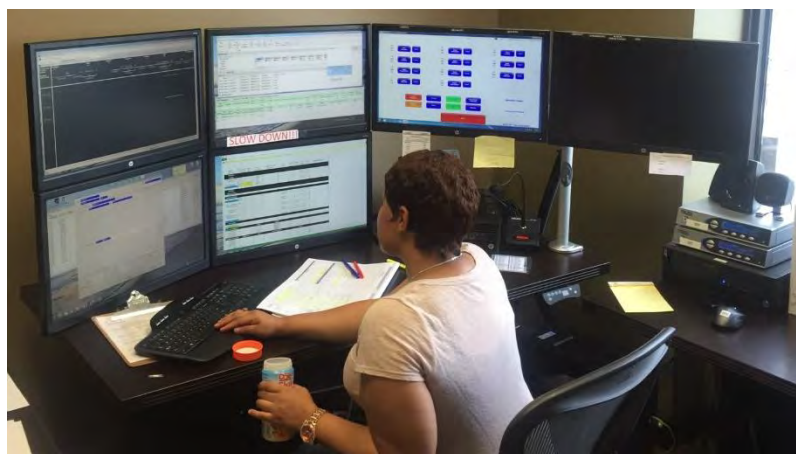
**11-Minute Text Group.** This group, determined by DCTA, is comprised of primary stakeholders that need immediate information on an incident. All text information as it relates to changes during an incident will be updated in real-time. This share pertinent information with key audiences and stakeholders while management and first responders mitigate or minimize the incident.

### *Maintenance Access Control*

Although A-train services operate six days each week, train dispatch will be available 24/7. This allows our dispatch personnel to maximize enhanced crew training, freight operations, track and time, and maintenance activities taking place on Sundays and during off peak hours.

### *Overall Rail Corridor Traffic Management Services CFR and Rules Compliance*

We believe the safety of our people and our clients is a chief priority, and one that is paramount to success. Rio Grande Pacific are fully compliant with all relevant CFR's, including: 214, 217, 218, 219, 220, 228, 232, 233, 234 and 174, and will be in compliance with Part 243 prior FRA implementation date.



### *Incident Management and Service Recovery*

By drawing on First's extensive experience in bus and rail operations in the U.S., Canada, and the U.K., we will apply our expertise in disciplined operations at DCTA to manage incidents and enhance service recovery. When an incident occurs, First knows every second counts in correcting delays and minimizing the impact to our customers.

Our dispatchers will play an essential role in promptly and appropriately managing incidents. As the nerve center of our operations, dispatch is responsible for the communication between the operator, DCTA, and our passengers. In the event of an incident, dispatcher will be responsible for the implementation of the correct service recovery procedures including:

- Fault rectification on rail vehicles
- Implementing the external notification procedures covering: DCTA, other operators, supervisors and passengers
- Coordinate the responses of maintenance teams
- Recording of incidences and responses
- Liaising with freight operation where applicable
- The activation of bus bridging plans
- The implementation of services recovery plans, including stand-by crews available to maintain service continuity in the event of a service disruption

First staff will be highly skilled in managing incidents through our excellent training programs and strong procedures to maintain quality service delivery. An important part of First's incident management approach is the development of site-specific incident planning and training, along with refresher training for



effective emergency response. Focused training based on simulation assessments resulted in raising competency and response speed—up to 30% improvement in some tasks! This provides DCTA with reassurance in the safest rail operations for your passengers, and the quality that comes from an experienced Company.

In coordination with DCTA we will develop customized incident management plans that will clearly detail management and response to DCTA incidents. These DCTA-specific plans will form part of the core competencies of our dispatchers.

We will also monitor dispatcher competency in responding to incidents through the use of timed assessments of responses to actual training scenarios and situations. We have found 'simulation training' to be a very successful way to improve how dispatchers identify the situation, manage incidents, and appropriately respond as quickly as possible.

The simulation requires dispatchers to make informed decisions, provide announcement and coordination, and restore the service. This training also includes post-incident reviews by the MRT and MDS to assess how effectively the team was able to respond to incidents and recover services. This has proven highly effective in our UK operations in improving procedures. Through our detailed approach of managing and training our dispatchers in incident management we will provide a safe and reliable dispatching service for DCTA.

## Location

Primary dispatch activities will take place at Rio Grande Pacific's dispatching office, 6090 Southwest Blvd., Fort Worth, Texas 76109, beginning Day One. The dispatching team consists of nine highly-qualified dispatchers with more than 64 years of combined experience on various Class 1, short line and commuter railroads.

This new, onsite dispatch desk, developed specifically for DCTA A-train dispatching, is located adjacent to RGPC's corporate headquarters and will be staffed 24 hours a day, 365 days a year.

As highlighted in the Visio plan below, the new facility will contain three dispatch desks, one of which will be dedicated solely to DCTA. This dedicated DCTA desk will be staffed by an RGPC dispatcher, allowing 24-hour coverage while achieving value-added cost savings to DCTA. The dispatchers will be covered under Railroad Retirement Board (RRB) regulations.

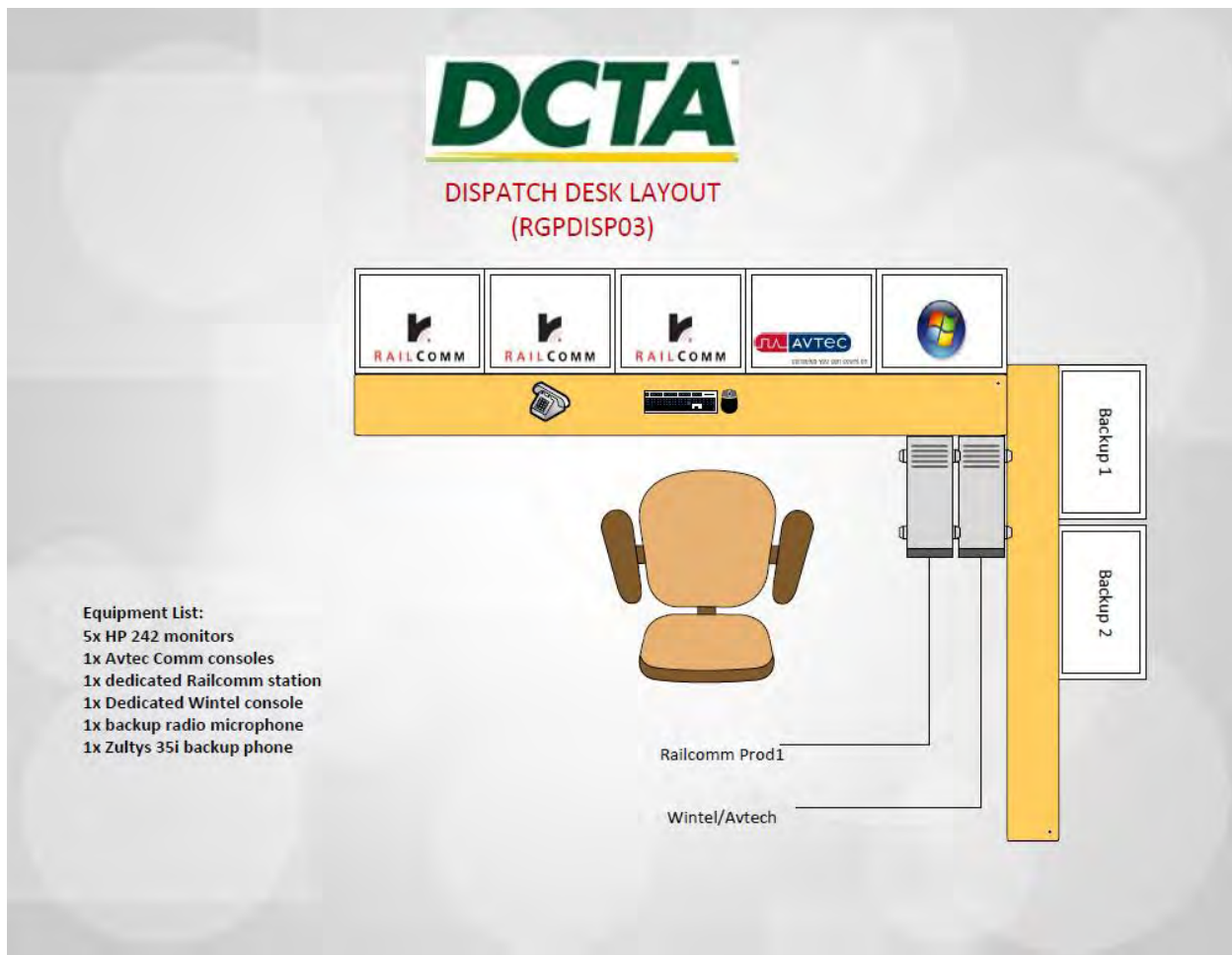




To ensure our DCTA A-train dispatcher has the necessary tools to successfully complete their responsibilities, they will be equipped with the following technology:

- 5x HP 242 monitors
- 1x Avtec Comm consoles
- 1x dedicated RailComm station
- 1x Dedicated Wintel console
- 1x backup radio microphone
- 1x Zultys 35i backup phone

The above requirements are the result of an assessment made on the requirements of DCTA. Based on the extensive experience of RGPC, this technology set up will confidently support and facilitate improved ease of dispatch for all dispatchers. Further details on the dispatching systems and technology can be found in Tab O.



## TRANSITIONING DISPATCH TO OUR DISPATCH CENTER

In order to facilitate a smooth conversion from the existing dispatch site in Lewisville to the new site in Fort Worth, we propose two phases of transition, the first beginning Day One, and the second occurring six months post-relocation.

In the interim of phases one and two, our preferred supplier, RailComm, will examine the existing Wabtec infrastructure, then design and establish protocols to develop a customized system specific to DCTA. Benefits of using this new system, including cost efficiencies and improved dispatch coverage, are discussed in Tab O. This new system will be tested and fully compliant prior to the initiation of phase two.

<b>Phase One</b>	RGPC dispatchers take over existing Wabtec system, and transition to new onsite dispatch All phone lines and servers are immediately forwarded to the new location
<b>Phase Two</b>	Implementation of customized RailComm dispatch application and protocols

## Back-up/Disaster Recovery Site

It is inevitable that from time-to-time delays will occur and incidents will arise. Our experience across our operations helps us in developing emergency preparedness plans. This tab focusses on our innovative new solution for providing A-train dispatching services, allowing dispatch activities to safely continue, despite any incidents which may take place, with the minimal amount of disruption to services.

Our innovative dispatching solution is the first of its kind in the rail industry. Utilizing a hybrid cloud-based application, the system enables dispatch activities to take place anywhere, anytime via a Wi-Fi connection. This would enable dispatching to take place anywhere in the world, including the DCTA dispatch center at the OMF.

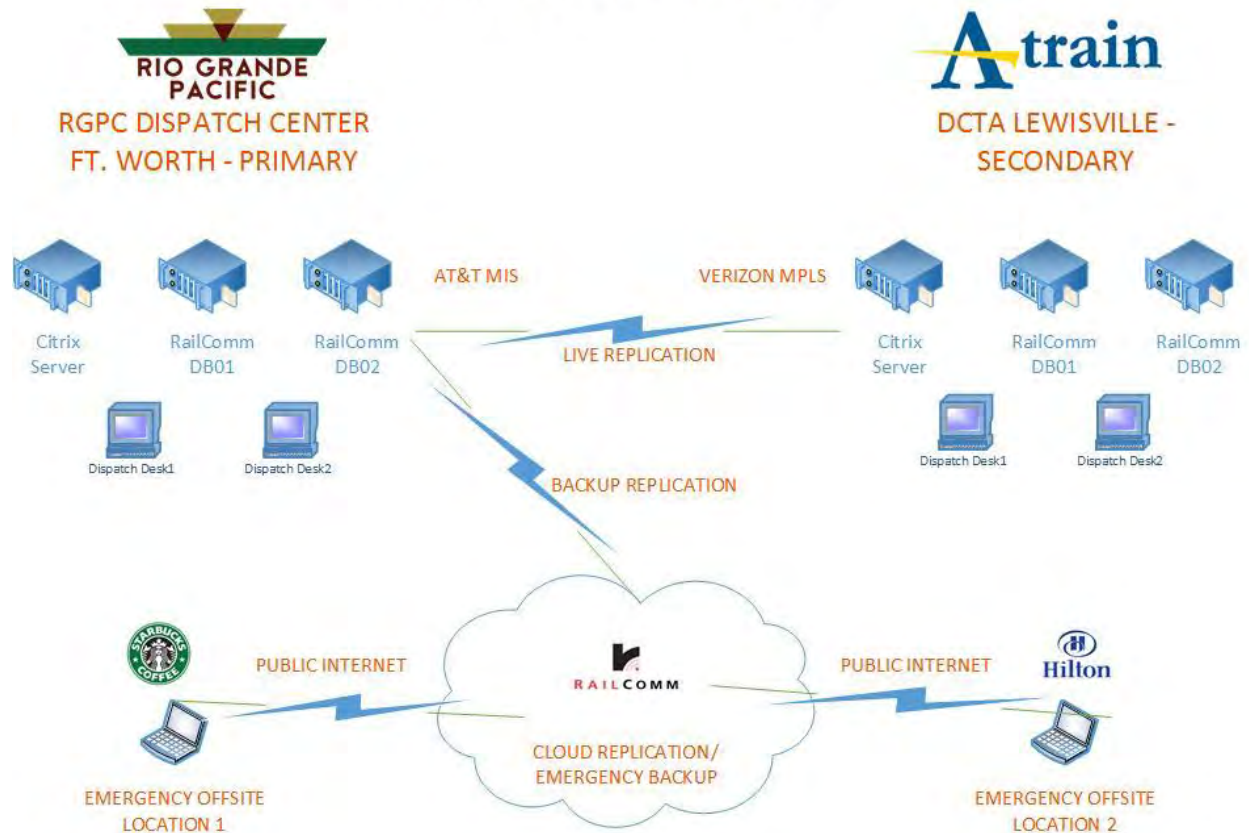
There are multiple reasons hybrid cloud-based applications offer a significant cost savings to DCTA. Chief among these is the reduction in costs associated with supplying and housing backup equipment. There is no need for additional space to store cumbersome servers. With cloud-based dispatching, all you need is a laptop and an internet connection.

*Our 24/7 global access to dispatching of A-train services ensures that we will achieve DCTA's KPI target of 99.9% operational availability during scheduled service hours.*



# **BENEFITTING DCTA**

## DISPATCH OPERATIONS OVERVIEW



In order to demonstrate back-up resilience, we recognize the requirement to dispatch for one week remotely at a backup location. In coordination with DCTA, we will provide at least one week of dispatching at the DCTA OMF annually. This ensures business continuity of the backup recovery site (i.e. our cloud-based platform) in the event the secondary and tertiary sites are compromised. Given the simplicity and functionality of our cloud-based system, dispatching could readily take place from DCTA's dispatch center at the OMF (either using DCTA equipment or our own equipment) or even DCTA's main offices.

The benefit to DCTA utilizing such a system allows off-site dispatching in case of any unforeseen circumstance. For example, if extreme weather damaged internet connectivity in the Denton and Fort Worth areas, dispatching would be possible from our Greyhound headquarters in central Dallas.



Extensive details on information systems relating to dispatch, including ensuring primary and backup recovery, can be found in Tab O.

## BACK-UP/DISASTER RECOVERY PROTOCOLS

Drills involving disaster recovery are part of the integrated training of our dispatch center and exceed FRA requirements. First has developed protocols that provide the basis for operations in any emergency situation specifically for DCTA. In the event of a disaster, such as severe weather, a terrorist threat or other acts of God, the Dispatcher Supervisor will initiate the emergency dispatch protocols. They will assess the situation to determine the nature of the disaster, and the extent of the damage. They will also initiate the severe weather protocols and communication protocols. These protocols involve Operations, MOW, First Responders, and DCTA staff to ensure all actions being taken are efficiently carried out. Each group will provide information to the dispatch center who will ensure communications are distributed out to all personnel involved. These actions allow for safe operations in the event of an emergency. Dispatch will also relay any recovery information and provide status of operations. They will provide information to the riding public via social media and update platform signage.

If the dispatch center is required to evacuate, they will:

1. Dispatchers will move to the corporate office (located across the parking lot). Upon arrival the dispatch supervisor will verify connectivity to the DCTA network from the DCTA dedicated standby workstation
2. If the corporate offices are unable to perform dispatching services, the on-duty dispatcher will use the backup Wi-Fi hotspot to establish connectivity to the DCTA MPLS circuit until the dispatch supervisor arrives at the Lewisville location
3. If the Lewisville location is inaccessible, the Chief dispatcher will contact RailComm to continue dispatch operations via cloud

## Providing Quality Dispatch Services

Our innovative approach to dispatch allows us to cost effectively provide comprehensive dispatching services to DCTA, from anywhere in the world. Working with Wabtec from the outset, we will ensure reliable and quality dispatching activities, while we transition to our state-of-the-art dispatch center utilizing RailComm's hybrid cloud-based technology. By sharing our highly qualified and experienced dispatching resource between DCTA and other properties, we achieve cost savings for the client, while committing to providing 24/7 dispatch coverage, ahead of any other railroad we dispatch.



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# Appendix

## Dispatching Center New Hire Training Courses Outline





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NCRC Dispatching Center New Hire Training		
S	Time	Item
1		Week 1
2		Week 1 Day 1
3	15	Welcome Aboard
4	15	Job Briefing
5	30	Safety Overview
6	15	Dispatcher Training Guide
7	15	Key Contact Info
8	15	Training Schedule
9	15	Working Hours
10	15	Computer Skills Assessment
11	15	Office Tour
12	15	Equipment Issue
13	30	Pub Issue
14	15	Company Overview
15	30	Account Set Up
16	15	Evaluation Process
17	15	Path to Success
18	30	Human Resources Overview
19	60	Human Resources Teleconference
20		Week 1 Day 2
21	90	Ethics training
22	120	Railroad 101
23	15	Hours of Service
24	45	Dispatching 101
25	45	Intro to GCOR
26	45	Intro to Dispatcher Rules and Instruction Manual
27		Week 1 Day 3
28	30	Time Tables
29	15	General Notices and General Orders
30	15	Special Instructions
31	15	Daily Operating Bulletins (DOBs)
32	15	Daily Operating Plans (DOPs)
33	15	Engine Identifiers
34	45	Track Warrant Anatomy
35	30	Issuing and Clearing a Track Warrant
36	15	Void and Reissuing a Track Warrant
37	15	OS'ing Track Warrants
38	30	Radio Communications Proficiency
39	45	Introduction to the DOC System
40	30	DOC Drawings and Graphics
41	30	Intro to Centralized Traffic Control (CTC)
42	15	Other CTC Operations

NCRC Dispatching Center New Hire Training		
S	Time	Item
43		Week 1 Day 4
44	45	Track Bulletins
45	45	Track Bulletin Examples
46	15	Viewing and Printing Track Warrants and Bulletins
47	60	Crossing Malfunctions, Failures, and Damage
48	30	Identifying Crossings
49	30	Protecting a Crossing
50	15	Emergency Contact and Information List
51	60	Crossing Protection & Process
52	60	Communication Systems
53		Week 1 Day 5
54	30	Incident Documentation Book
55	45	Emergency Response and Procedures Guide
56	45	Hazmat Spill Procedures Guide
57	30	Emergency Response Guidebook (Orange Book)
58	90	Review of any weak or unclear areas
59	30	Test Review
60	60	Progress Test
61	30	Test results review
62		Week 2
63		Week 2 Day 1
64	60	Dispatcher Turnovers
65	90	Communication Systems Familiarization (Hands On Training)
66	210	Train Sheet Familiarization and Proficiency
67		Week 2 Day 2
68	360	DOC System Familiarization (Hands On Training)
69		Week 2 Day 3
70	360	CTC Familiarization and proficiency
71		Week 2 Day 4
72	120	Bulletin familiarization and proficiency
73	120	DOB familiarization
74	120	Review of any weak or unclear areas
75		Week 2 Day 5
76	30	Test Review
77	60	Progress Test
78	30	Test results review
79	60	Purchase work boots
80	180	Tour Disaster Recovery Center

NCRC Dispatching Center New Hire Training		
S	Time	Item
81		Week 3
82		Observe Live Dispatching
83		Week 4
84		Practice Live Dispatching (Focus on TWC) (1st Shift)
85		Week 5
86		Practice Live Dispatching (Focus on CTC) (1st Shift)
87		Week 6
88		Dispatcher Rules Training
89		Week 7
90		Simulator Training
91		Week 8
92		Ground School/Railroad Visit (Week 1)
93		Week 9
94		Ground School/Railroad Visit (Week 2)
95		Week 10
96		Ride Alongs
97		Week 11
98		Live Dispatching (1st Shift)
99		Week 12
100		Live Dispatching (2nd Shift)
101		Week 13
102		Live Dispatching (3rd Shift)
103		Week 14
104		Live Dispatching (1st Shift)
105		Final review and qualification



# TAB J.

## Maintenance of Equipment and Facilities



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## FIRST TRANSIT PROPOSAL

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## MAINTENANCE OF EQUIPMENT

### Approach to Maintenance of Equipment and Facilities

*What is the offeror's approach to maintenance of equipment and facilities?*

First is a highly experienced maintainer of DMU's and maintenance facilities. In our current operations we oversee the maintenance of 470 diesel multiple unit vehicles (203 units) at 5 different maintenance facilities. The DMU's have been manufactured by a variety of European manufacturers that have many similarities to the DCTA rolling stock fleet. With such expertise, we already have relationships with vehicle manufacturers, access to systems, facility maintenance plans, processes and procedures that assist us in deliver excellent levels of vehicle availability and overall reliability in performance.

Our Approach to the Maintenance of Equipment and Facilities will ensure full compliance with and exceedance of the requirements of DCTA as highlighted in the table below.

What DCTA Requires	Compliance	Demonstration
Approach to Maintenance of Equipment and Facilities	✓	First will provide a compliant approach to meet all applicable laws and regulations using our Condition Based Maintenance principles
Vehicle Availability – maintain 100% availability of nine vehicles at all times	✓	Our maintenance program and preventive maintenance approach will ensure accurate maintenance scheduling for vehicle reliability
Mean Distance between failures – to be maintained at 57,000 miles	✓	First's predictive analytics and defect management will target appropriate maintenance tasks before a component fails, reducing failures and maximizing service miles
Completion of Scheduled Maintenance – complete 90% of scheduled maintenance	✓	The Infor EAM will provide accurate equipment status, intervals, and maintenance schedules. This fully compliant approach will also ensure stocked inventory and staffing levels to match workload.
Completion of Deferred Maintenance – to complete all deferred maintenance in less than 60 days	✓	First's goal is to minimize deferred maintenance and target zero deferred activities. We will use the defect management system within the Infor EAM Fleet Management System to record and control all defects and any deferred maintenance.

## Maintenance of Equipment and Facilities Approach

Our maintenance strategy is based upon the principle of Life Cycle Maintenance (LCM) utilizing Reliability Centered Maintenance and Condition Based Maintenance. The key fundamentals of our maintenance program are:

- Qualified and well trained staff
- Standardized work procedures
- Application of Lean Maintenance (5S, process mapping)
- Capture and analysis of the condition of systems and components
- Capture and analysis of service failure and defect data
- Tracking and analysis of Material usage
- Asset management
- Running repairs
- Compliant with all federal and state regulatory requirements.

From day one our proactive preventive maintenance program will allow us to maintain the DCTA vehicle reliability requirements for the fleet discussed in Tab E. Inspections and repairs will follow standardized processes derived from industry best practices across our operations.

This enables First, to deliver the DCTA specified KPI's for availability and reliability. Standardization is delivered through the implementation of standard operating procedures (SOP's) coupled with our quality and lean programs,

We will also make the OMF a model maintenance facility within First based on Lean practices, which has already been successfully carried out at our modern facility at Reading in the UK.

This allows for the use of the natural downtime of equipment for all maintenance activities. The maintenance inspection will be accurately scheduled and delivered with high predictability of vehicle downtime and continual analysis to improve the standard in-shop time. The standardized process also facilitates training of equipment maintenance employees, and the development of technician skills specific to the equipment they maintain.

First will employ the principals of ISO-9001 during mobilization and throughout the life of the contract. It is our plan to become fully registered under the ISO-9001 program within 6 months of the assumption of service.





First's Certified ISO 9001 Quality Control Program Plan ensures that all aspects of our maintenance inspections follow required intervals, component testing, reporting and recordkeeping for all system assets. All DCTA equipment is managed with a clear understanding of component lifecycles, cost savings over the life of an asset, extended usable life through preservation strategies, and the layout of maintenance work to achieve maximum technician productivity.

During the service and inspection process, where appropriate, running repairs will be made in an effort to allow the equipment to remain in revenue service. MOE technicians will perform all repairs that can be accomplished within the servicing and inspection windows to promote equipment availability and

system reliability. Our MOE teams will work in close coordination with materials management personnel to assure that frequently needed materials for the most common repairs are readily available. Unscheduled maintenance or failures between interval preventive maintenance cycles will be immediately recorded and scheduled for maintenance to minimize vehicle downtime.

*First's Certified ISO 9001 Quality Control Program Plan, and registration for DCTA, will ensure that all aspects of our maintenance inspections follow required intervals, component testing, reporting and recordkeeping for all A-train system assets.*



## **BENEFITTING DCTA**



## First's Experience

First has extensive experience in maintaining Diesel Multiple Units, detailed in the table below:

Equipment	A-train Fleet	First's Existing Rail Fleet					
Rolling Stock	STADLER GTW	2 car Sprinter (Class 150)	2 Car Express Sprinter (Class 158)	2/3 Car Networker Turbos (Class 165/6)	2 Car Turbostar (Class 170)	5 Car Coradia (Class 180)	3 Car Desiro (Class 185)
Manufacturer	Stadler	BREL	BREL	BREL	Bombardier	Alstom	Siemens
Operation	A-train	GWR	GWR	GWR	FTPE	FHT/GWR	FTPE
Quantity (Sets)	11	40	21	58	7	9	51
Power Unit	Cummins	Cummins	Cummins	Perkins	MTU	Cummins	Cummins
Transmission	Electrical	Voith	Voith	Voith	Voith	Voith	Voith
Brakes	Air/Disc (Wheel/Axle mounted)	Air/ Wheel Tread	Air/Disc (Axle mounted)	Air Disc (Wheel mounted)	Air/ Disc (Wheel mounted)	Air/Disc (Wheel mounted)	Air/Disc (Wheel Mounted)
Air Conditioning	Yes	No	Yes	No	Yes	Yes	Yes
Doors	Powered	Powered	Powered	Powered	Powered	Powered	Powered
Build Date	2011	1985-1986	1990-1992	1992/3	1998-2004	2000	2006

First operates a number of maintenance Facilities where we are responsible for the maintenance of the facility plant, machinery, track and signals as detailed in the table below:

Location	Fleet	Preventive and Corrective Maintenance	Heavy Maintenance	Refurbishment	No. of staff
Penzance	BREL Sprinter (Class 150), BREL Express Sprinter (Class 158), HST, Brush Locomotive (Class 57), and Sleeping Coaches	✓			37
Exeter	Barclay Pacer (Class 143), Leyland Sprinter (Class 153) and BREL Sprinter (Class 150)	✓			41
Reading	BREL Networker Turbo (Class 165 and Class 166)	✓		✓	126
Old Oak Common, London	HST, Alstom Coradia (Class 180), Brush Locomotive (Class 57), Sleeping coaches	✓	✓		170
Bristol St Phillips Marsh	HST, BREL Express Sprinter (Class 158)	✓	✓		190

First Transit also has experience of maintaining maintenance facilities such as the North County Transit District (NCTD) Sprinter Maintenance Facility in Escondido California.

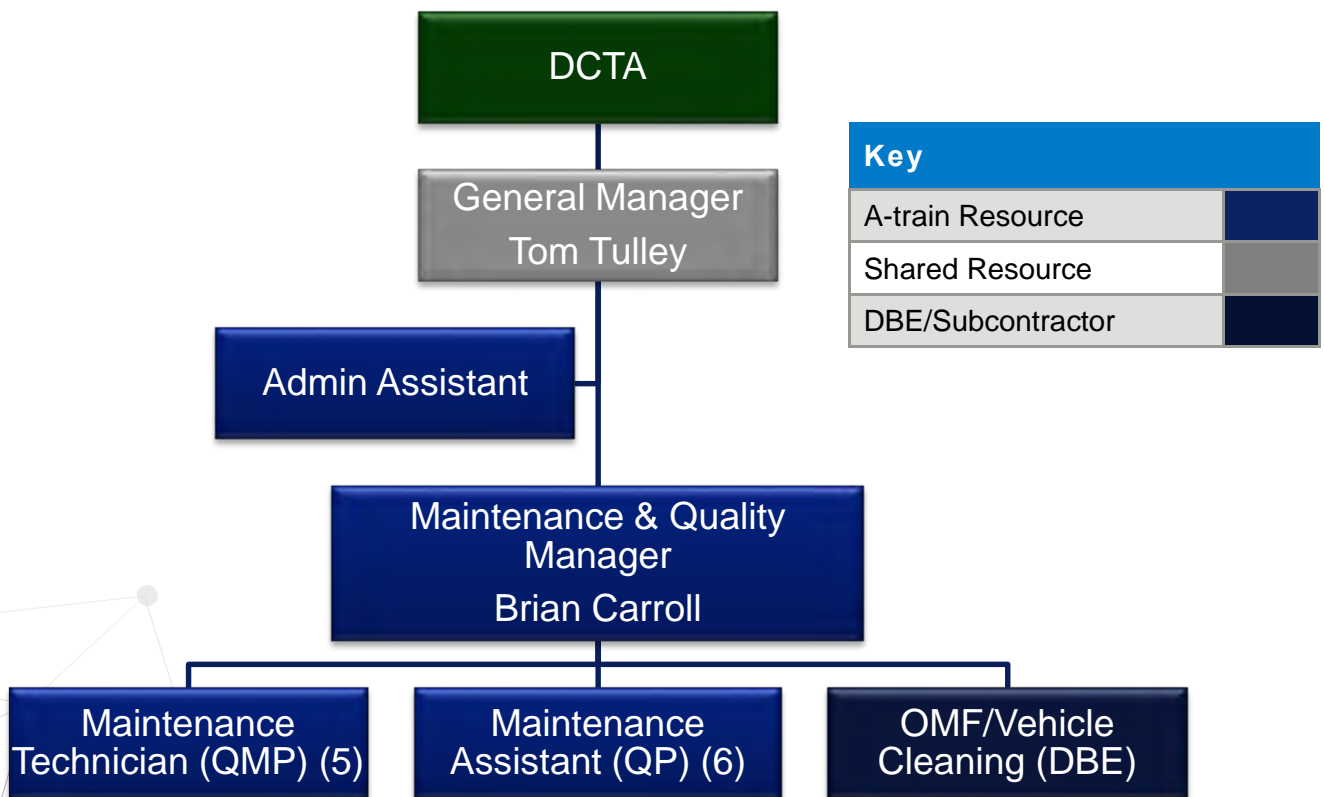


## Organization Overview

Our Maintenance and Quality Assurance Manager (M&Q Manager), Brian Carroll will be responsible for managing Maintenance of Equipment and will have direct responsibility and accountability for all vehicle maintenance staff and delivery of each fleet for reliability, service quality, and maintenance optimization. He will be responsible for the staff undertaking the Maintenance of Equipment at the Maintenance Facility.



In delivering fleet maintenance, he will be following well developed maintenance plans to ensure efficient fleet in-service delivery, analysis of reliability, management of vehicle overhauls, and management of warranty. Brian will also be responsible for completing the Annual Fleet Optimization Plan, reviewing the Overhaul schedules and specifications and managing the warranty system. He will also coordinate the daily Fleet Maintenance Schedule, analyze defects and in service reliability trends, and support a technical compliance audit program.



Role	Qty	Responsibilities
Maintenance and Quality Assurance Manager, Brian Carroll	1	Lead Management of Maintenance of Equipment and Facilities ensuring that delivery of full compliance with requirements of DCTA is met Development and ownership of Shop Safety Plan ensuring full compliance Ownership of Preventive Maintenance Plans. Ownership and production of Scheduled and Unscheduled Maintenance Schedules including provision of Heavy Maintenance Management of Inventory ensuring parts are available Analysis of defects and failure causes Development of fault finding guides. Management and delivery of vehicle cleaning Management and delivery of Quality Control Program
Maintenance Technician (QMP)	5	Delivery of preventive maintenance Supervision of Maintenance Vehicle experts to aid fault finding
Maintenance Assistant (QP)	6	Support Maintenance Technicians Change components and servicing
Cleaners	As Required	Outsourced cleaning responsible for cleaning of Vehicles on a daily basis They will also clean the offices and be on hand to deliver emergency turnaround cleaning as and when it is reported

## Staffing Requirements and Availability

First Maintenance coverage requirements are based on ensuring that there is sufficient staffing to undertake all necessary maintenance activities taking into account the following:

- There is a reduced service on Saturdays
- No service on Sundays
- Analysis of the Maintenance Program to ensure that there are enough resources available to deliver it

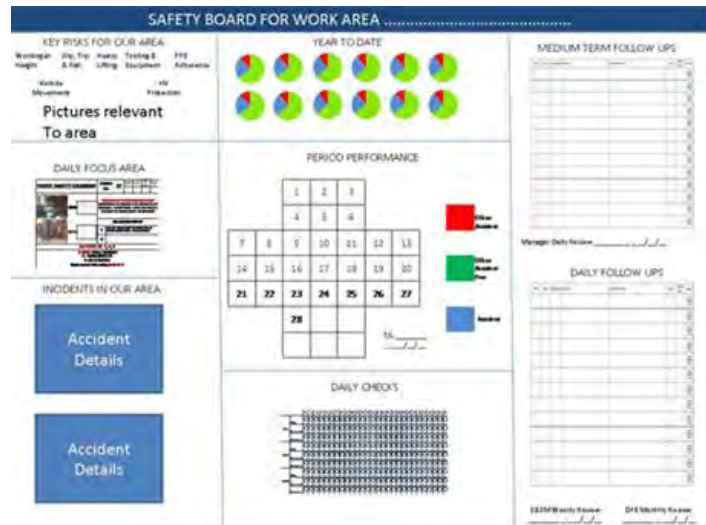
All staff will be qualified and certified as competent to undertake the maintenance activities on the rail vehicles, working to an agreed shift roster, with full support of First's Management team.

## Workshop Health and Safety

First will develop a Workshop Health and Safety Plan that ensures, promotes and maintains a healthy and functional shop environment. This will clearly indicate a heightened focus on organization efficiency and a positive “Safety Culture.” At our maintenance locations significant improvements in safety have been realized through the introduction of the Injury Prevention Process. However the drive toward ‘Zero’ injuries is and must be relentless, especially in a workshop environment where the risk of personal injury is greater. The Workshop health and safety plan is based on the following concepts:

- Green Cross – a real time visual indicator of safety achievement
- Self Check S.T.A.R. – Stop, Think, Act, Review
- Don’t walk Past – Nothing is more important than Safety
- Engagement – Safety is the right and responsibility of all employees. However in order for all staff to adopt these responsibilities they must be fully engaged
- Process – ensuring commonality of approach across functions
- Real Time – Information relating to safety must be displayed openly and in real time
- Recognition – employees are recognized and encouraged for achievement

We will incorporate elements of First safety policies and strategies (including specific ones from our UK Rail operation) into this Workshop Health and Safety Plan, to further strengthen the Safety Culture, and ensure all members of our maintenance staff are properly trained and conscious of workshop safety. This safety plan will ensure that staff are protected when working on vehicles within the maintenance facility. This will include implementing “Safety and Information Boards” at both maintenance facilities.



These boards highlight safety topics, Personnel Protective Equipment (PPE) requirements, service bulletins, new procedures, training updates, goals, performance, trends, and incident reports to keep safety front of mind at all times.

## *Staff Training*

A comprehensive training program will be utilized. In addition to all FRA mandatory training, which will be provided on a regular basis to our staff, we will institute a thorough review of specific staff skills. Elements of the training program are:

- Compulsory training (FRA and other regulations)
- Technical training
- On and off site training
- Enhanced component failure analysis
- Specific maintenance task training
- Root cause analysis
- Development of corrective action plans
- All training documented and recorded in MAXAccel

## **KEY SAFETY TRAINING:**

All mechanical employees and subcontractors are trained to the OSHA modules as well as FRA regulations in the following:

- Bloodborne Pathogens
- Electrical Safety
- Emergency Response
- Material Safety Data Sheets (MSDS)
- Lock Out/Tag Out Procedures
- Personal Protection Equipment
- FRA 49CFR part 218.95 Blue Flag procedures
- FRA 49CFR part 238 requirements
- HAZMAT (Material Handling)
- High Voltage Electricity
- Fall Protection
- Hazardous Communication (Right to Know)
- AED/CPR

An annual review of all processes and procedures will occur to ensure they are compliant with all current laws and regulations and they contain the most up-to-date and safe work practices.



## SKILL AND PROFICIENCY LEVELS

Position	Prerequisites	(Additional) Training Provided
New Hire	New Hire Orientation 90-day probation period, within which employee can be terminated at any time	Personal Protective Equipment (PPE) Blue Signal Protections Standard Operating Procedures (SOP) Site specific notices OSHA Training Familiarization with the vehicles and the maintenance facility
Qualified Person (QP)	New Hire Training Past 90-day probation period All training required for New Hires	DMU cleaning Filling DMU's with sand Checking/adding water and lubricants Maintenance Inspections Air Brake Test (Class 1)
Qualified Maintenance Person (QMP)	At least 6 months experience as a QP All training required for QPs	Event Recorder Test Cab Signal Box & Loop Test

## Preventive Maintenance Program – Stadler DMU's

Initially we will implement a maintenance plan, which represents the maintenance plan currently being implemented by DCTA for the A-train. First's Initial DCTA A-train Maintenance Plan has been included as an Appendix. This maintenance plan will include:

- Daily servicing and inspections
- Weekly inspections
- 30 day Preventive Maintenance (PM)
- 92 day PM
- 368 day PM
- 736 Day PM
- 1104 Day PM

To ensure we maximize the life of the A-train DMU's we will work to incorporate Life Cycle Maintenance to provide better control over the following:

- Fleet safety
- Fleet performance and reliability
- Maintenance costs
- Material costs
- Capital Replacement costs

The implementation of this Proactive Preventive Maintenance approach is key to meeting and exceeding the service delivery requirements required by DCTA, by focusing on the safety, regulatory compliance and fleet reliability.

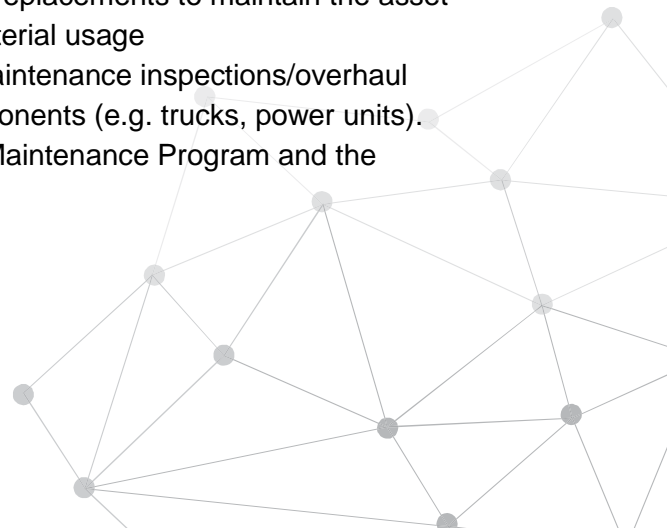
Therefore, within the first 12 months, we will undertake a review of the maintenance practices to enable the development of an alternative Maintenance Plan which is optimized for safety, performance, reliability and cost. This review will utilize our extensive experience of operating and maintaining European DMU's coupled with typical LCM techniques such as maintenance optimization, maintenance task balancing and risk assessments. This will enable us to deliver a compliant maintenance plan which is more appropriate to the A-train European style DMU while meeting the FRA requirements (e.g. 49 CFR parts 229 and 238). More details on this process can be found in Tab K, CBM.

### *Optimized Maintenance*

Our approach also incorporates the delivery of an optimized Preventive Maintenance program that builds on the existing practices within the DCTA operations, combining them with best practice from our other maintenance operations and the US passenger rail industry. Implementing this approach will enable us to exceed DCTA's requirements and deliver an A-train service that is best in class with respect to reliability and safety as well as value for money with regards to material usage and capital costs.


The primary focus of First's Preventive Maintenance Plan is to ensure that all rail vehicles operate in a safe and reliable manner. We accomplish this by implementing a series of planned inspections, which are designed to minimize failures that would have a negative impact on safety and service performance. Each inspection has a suite of activities that are grouped together into blocks based on distance travelled and time. They utilize OEM recommendations, material usage statistics, failure data and condition assessments of key systems, components and subcomponents. To support this work, each rail vehicle receives the following:

- A service check every night, which verifies the vehicle is safe, reliable, well-presented and declared fit to enter next day service
- Regular planned preventive maintenance which focuses on identifying non conformances, undertaking repairs and component replacements to maintain the asset condition, capturing asset repairs, condition and material usage
- Undertaking Capital Maintenance includes larger maintenance inspections/overhaul activities that are centered on exchanging key components (e.g. trucks, power units). These are undertaken outside the core Preventive Maintenance Program and the scheduling is determined by component life





## Case Study – Fleet Maintenance Optimization – Bombardier Electrostar EMU

 <p>OVERVIEW</p>	<p>A new fleet of trains, 4 car Bombardier Electrostar EMUs were introduced onto First Capital Connect services to supplement the existing trains and increase capacity. Their maintenance needed to be fitted in around existing maintenance facilities.</p>	
 <p>PROBLEM</p>	<p>When considering the maintenance facilities for the 4 car Bombardier Electrostar EMUs units, it was clear that the depot they were planned to be operated out of, Bedford/Caudwell had extremely limited shed space which was normally taken up with the vast 4 car BREL Thameslink EMU fleet for exam jobs, modification and rectification work. A single road within the shed space was made available for one 4 car Bombardier Electrostar EMU unit daily. This allocation was normally reserved for dual exam and modification work to be carried out. It was known that certain 4 car Bombardier Electrostar EMU exam periods can extend over several days, dependent on duration of exam, personnel and unit availability.</p>	
 <p>SOLUTION</p>	<p>The Maintenance Optimization project provided a unique opportunity to reduce the amount of man-hours, shed space required and material usage to carry out exam work on the 4 car Bombardier Class Electrostar EMU fleet. This involved working closely with Bombardier, the OEM, through our strong partnership to identify what interval was best for each maintenance intervention considering its condition and reliability. The intervals between maintenance activities for each component was also converted into mileage operated rather than time which means that the maintenance more closely matches the duty cycle of the train. Also rather than scheduling maintenance into ever increasing larger scheduled maintenance interventions, we grouped maintenance activities together into common activities and spread them throughout the shorter more frequent maintenance interventions. The result being that each maintenance intervention was approximately the same duration and fitted the available down time available in the maintenance shop. This allowed a maintenance schedule to be developed with only one unit stopped for maintenance at any one time.</p>	
 <p>RESULTS</p>	<p>The total annual maintenance savings are approximately \$39k as a result. However the other benefits include improved availability and reliability with trains not being out of service for long periods of time for maintenance.</p>	
 <p>LESSONS LEARNED</p>	<p>The benefits of optimizing the fleet maintenance can be equally applied to other fleets of trains so that the maintenance plan more accurately matches the duty cycle of the trains and the resources available.</p>	



## RCM AND CBM REVIEWS

The maintenance plan, developed by our M&Q Manager, Brian Carroll through condition-based (See Tab K) and reliability-centered maintenance, will ensure that maintenance activities are addressing the reliability and safety issues at the correct maintenance interval. The reliability analysis takes into account the following factors:

- Actual component life – This process uses material usage data from the maintenance management system, tracking when the component was fitted and reviewing if the life expectancy meets or exceeds the anticipated life. For example, if a component fails at an average of 450,000 miles and the OEM change frequency is 300,000 miles, we could push the component change frequency to 400,000 miles. This would reduce maintenance and material costs while not impacting reliability
- Review of the maintenance intervals – ensures that they are appropriate for the duty cycles of the rolling stock concerned
- Material usage – review of material usage to determine statistical outliers. Where usage is higher than anticipated we will implement an investigation to determine the root cause for the increased usage and take appropriate action

### Example – Oil Sampling

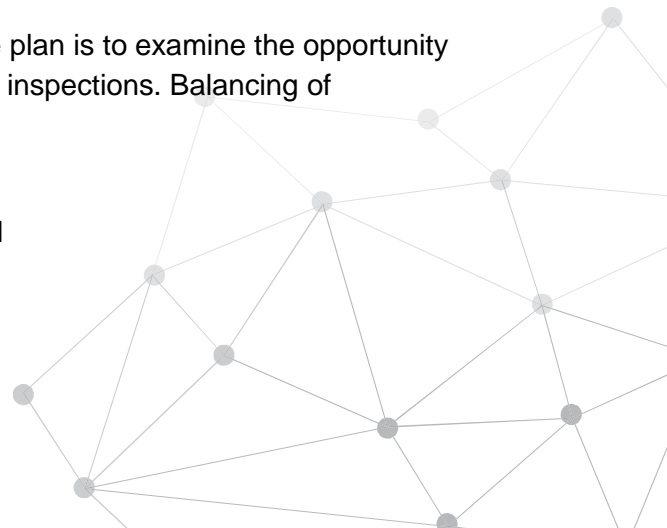
We will introduce a program of oil sampling of power units and gearboxes. We have successfully introduced this elsewhere in our rail operations and it allows us to monitor the condition of these components while in service and to make interventions prior to a catastrophic failure.

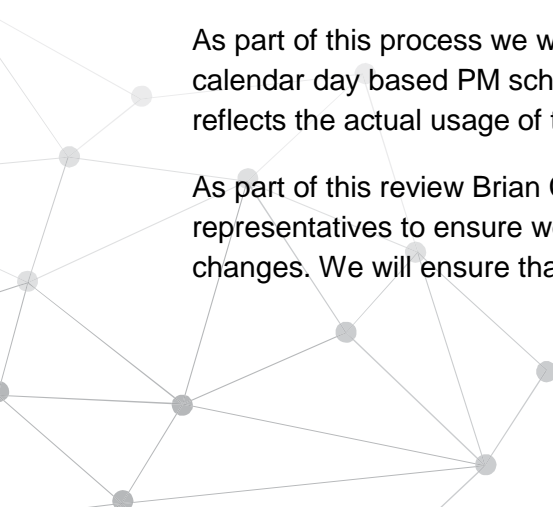
Our M&Q Manager, Brian Carroll will use the data obtained from the fluid analysis system to determine any unusual wear rates among components providing early indication of a failure. This practice is successfully regularly used within all of our other operations to provide early warning of potential component failure. Brian will maintain a database and he will monitor the data supplied by the analytical laboratory ensuring that all their recommendations are recorded on the defect database and scheduled for rectification.

## BALANCED MAINTENANCE INSPECTIONS

One aspect of the optimization process for the maintenance plan is to examine the opportunity for spreading the maintenance tasks out to create balanced inspections. Balancing of inspections ensures:

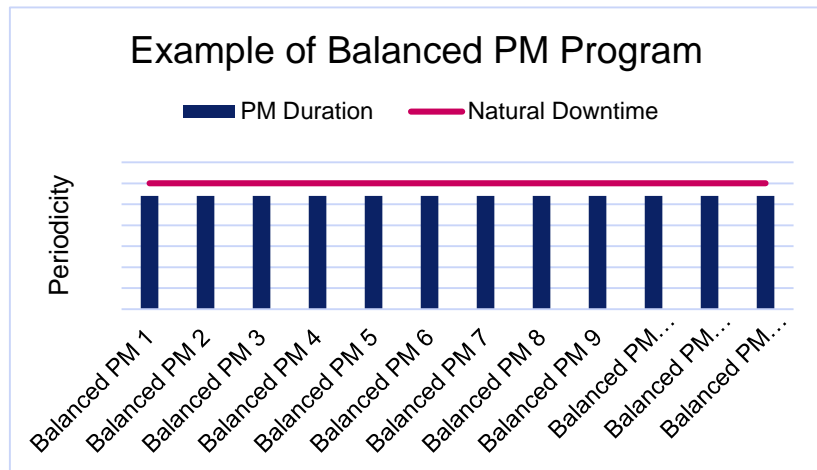
- the down time for inspection is the same
- the natural downtime of the DMU Fleet is maximized
- Increased productivity
- Consistent and efficient scheduling





As part of this process we will have a calendar day based PM schedule that reflects the actual usage of the facility.

As part of this review Brian C. will meet with representatives to ensure we address all changes. We will ensure that the facility is ready for the new year.



As part of this process we will also review moving to a mileage/hours based rather than calendar day based PM schedule. This is common throughout European rail systems and better reflects the actual usage of the train fleet.

First Transit, Inc. 13

ensures the safe operation of the trains. It will recognize that while some components deteriorate depending on mileage others (for example elastomers) deteriorate with time. The maintenance intervals would reflect this.

## MAINTENANCE PLAN OWNERSHIP AND CONTROL

The maintenance plans for the A-train vehicles will be owned by our M&Q Manager, Brian Carroll. Brian will ensure all maintenance staff comply fully with the requirements of the Preventive Maintenance Plan to ensure that, when areas of concern arise, appropriate mitigation measures are put in place to minimize the potential for service disruption.

The Preventive Maintenance Schedule is updated by Brian on a daily basis, which is derived from the Annual Fleet Optimization Plan agreed to with DCTA. The environment in a typical rail operation is constantly changing, and all of our operations are set up to allow changes to be made efficiently and effectively without affecting normal operations or our ability to comply with customer and regulatory requirements.

If a circumstance arises where there is an urgent need to change maintenance practices or the schedule outside of this annual update, Brian will work to ensure maintenance bulletins or other instructions are issued.

For example, if a safety problem is identified with a particular component fitted to a vehicle, a maintenance bulletin would be issued to describe the change in maintenance practice required to mitigate the problem identified. This could be increasing the frequency of checking, replacing the component, or initiating a different method of checking that more readily identifies the problem. The maintenance bulletin will detail what work is required and required frequency. Before being implemented we will ensure that all changes are approved by DCTA through the Engineering Change process detailed in TAB G Asset Management.

The Preventive Maintenance Plan and all updates will be in compliance with FRA, contractual requirements, and OEM recommendations. Brian will scrutinize the plan and any changes prior to submitting to DCTA for final approval.



## Maintenance Scheduling

The daily requirement for A-train operation is for (eight) 8 vehicles available each day. We will ensure that a further vehicle is available as operational spare to cover for failures. This will leave two vehicles available for scheduled maintenance and overhaul. We would plan that one of these vehicles is available for overhaul with one vehicle for scheduled Preventive Maintenance.

When our M&Q Manager Brian develops the Capital maintenance plan, he will ensure that only one vehicle or unit is shopped at any one time for capital so that the impact of the increased downtime of the overhaul does not impact on our ability to maintain service levels. He will also ensure that the time the vehicle is shopped for overhaul is minimized. The table below shows our planned daily (Monday to Friday) requirement,

	Weekday AM	Weekday Midday	Weekday PM	Average Weekday	Saturday	Sunday
No of Trains	4	3	4	4	1	0
In Service Vehicles	8	6	8	8	2	0
Spare Vehicles Available for Service	1	1	1	1	1	0
Spare Vehicles	0	1	0	0	6	10
Exam Vehicles	1	2	1	1	1	0
Maintenance Vehicles	1	1	1	1	1	1

As part of the scheduling process he will manipulate the maintenance schedule to ensure additional resources are available where additional capacity is required (for example special events).

In scheduling the maintenance, we intend to take advantage to maintain vehicles during the period between morning and evening peaks, when a number of vehicles return to the depot, ensuring that any maintenance is completed prior to the vehicle being rostered back into revenue earning service. An example plan for two weeks of the style which we would envisage utilizing for DCTA fleet, is shown in the table below. We would develop this schedule to ensure that all maintenance is scheduled in accordance with the maintenance program. We will make this schedule available to all interested parties and it will be updated on a daily basis by our M&Q Manager, Brian Carroll.

				103 - POWER UNIT change											
	23/05/2016	24/05/2016	25/05/2016	26/05/2016	27/05/2016	28/05/2016	29/05/2016	30/05/2016	31/05/2016	01/06/2016	02/06/2016	03/06/2016	04/06/2016	05/06/2016	
Unit No	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
101	Diagram 1	Diagram 2 - then Weekly exam from 8.53	Diagram 3	Diagram 4	SPARE	SPARE	Stood down	SPARE	Weekly exam til 15.18 then Diagram 2	Diagram 1	Diagram 3	Diagram 1	SPARE	Stood down	
102	Diagram 2 - then Weekly exam from 8.53	Diagram 1	Diagram 3	Diagram 2	Diagram 4	SPARE	Stood down	Diagram 2 - then Weekly exam from 8.53	Diagram 1	SPARE	Diagram 1	Diagram 4	SPARE	Stood down	
103	Diagram 3	Weekly exam til 15.18 then Diagram 2	Diagram 1	Power Unit Change	3 monthly exam	SPARE	Stood down	Diagram 4	Diagram 2 - then Weekly exam from 8.53	Diagram 1	SPARE	Monthly Exam	SPARE	Stood down	
104	Weekly exam til 15.18 then Diagram 2	Diagram 3	Monthly Exam	Diagram 3	Diagram 1	SPARE	Stood down	Weekly exam til 15.18 then Diagram 2	Diagram 3	Diagram 4	Diagram 1	Diagram 3	SPARE	Stood down	
105	Diagram 4	Diagram 1	Weekly exam til 15.18 then Diagram 2	SPARE	Diagram 2	SPARE	Stood down	Diagram 1	6 monthly exam	Weekly exam til 15.18 then Diagram 2	Diagram 4	Diagram 3	SPARE	Stood down	
106	Diagram 3	Diagram 4	Diagram 1	Weekly exam til 15.18 then Diagram 2	Diagram 3	SPARE	Stood down	Diagram 3	Diagram 4	Monthly Exam	Diagram 2 - then Weekly exam from 8.53	Diagram 2	Diagram 1	Stood down	
107	Diagram 1	Diagram 2	Diagram 4	Diagram 2 - then Weekly exam from 8.53	Diagram 3	SPARE	Stood down	Diagram 4	Diagram 3	Diagram 2	Weekly exam til 15.18 then Diagram 2	Diagram 1	SPARE	Stood down	
108	Monthly Exam	Diagram 3	Diagram 4	Diagram 3	Diagram 1	Weekly Exam	Stood down	Diagram 2	Diagram 4	Diagram 1	Diagram 3	SPARE	Weekly Exam	Stood down	
109	Diagram 2	SPARE	Diagram 2 - then Weekly exam from 8.53	Diagram 4	Diagram 4	Diagram 1	Stood down	Diagram 3	Diagram 1	Diagram 2 - then Weekly exam from 8.53	3 Monthly exam	Diagram 4	SPARE	Stood down	
110	Diagram 4	SPARE	Diagram 2	Diagram 1	Weekly exam til 15.18 then Diagram 2	SPARE	Stood down	SPARE	Diagram 1	Diagram 3	Diagram 4	Diagram 2 - then Weekly exam from 8.53	Diagram 1	Stood down	
111	SPARE	Diagram 4	SPARE	Diagram 1	Diagram 2 - then Weekly exam from 8.53	Diagram 1	Stood down	Diagram 1	Diagram 3	Diagram 4	Diagram 2	Weekly exam til 15.18 then Diagram 2	SPARE	Stood down	

## Standard Operating Instructions

All of First's preventive maintenance plans for revenue vehicles are supported by standard operating instructions which we refer to as Vehicle Maintenance Instruction (VMI) which we will develop for DCTA's rolling stock. VMIs apply to all First's UK rail fleets. As examples, the top picture is of a UK First rail locomotive operated 125 mph High Speed Train.

The center is a 90 mph BREL Express Sprinter diesel multiple unit and the bottom is a 125 mph Alstom Coradia diesel multiple unit.

Within First, there is a separate VMI for each type of equipment (Locomotive, DMU, Car etc.) that contains:

- The frequency for each inspection (more typically a distance-based frequency, but if time-based, typically daily, weekly, monthly)
- Detailed standard operating instructions for each element of the inspection (including safety condition, list of material and tools required and risk assessments for each task)
- A "star chart", which documents the tasks that are completed for each examination. The content of each examination is determined by safety and reliability requirements and ensuring that the maintenance downtime is optimized taking into account the OEM requirements and historical reliability data

We have been successful in our other rail operations working collaboratively with OEMs such as Alstom, Bombardier and Siemens. We worked with Alstom to develop the 5 Car Alstom Coradia 1000 (Class 180) DMU (in the third picture) VMI that reflected different operational characteristics of two of our rail operations. This has led to 5% reduction in costs, improved safety, and provided an 88% improvement in reliability. As we highlight in TAB L we have are developing are similar relationship with Stadler which is at an early stage but we will utilize it to the full in delivering our obligations for this contract.

Our proposal includes similar initiatives for the development of specific Vehicle Maintenance Instructions, to benefit DCTAs' revenue vehicles.

The production of the VMI's will be completed in parallel with the Maintenance optimization work, which we have described in Approaches to Maintenance section above.



## Heavy Overhaul Capital Program and Annual Summary

We will prepare annual maintenance plan including heavy overhaul (capital replacement) program (Annual Fleet Optimization Plan) for submission prior to October 1 each year. This activity will be completed by our M&Q Manager, Brian Carroll. He will use knowledge from analysis of reliability of the trains to inform and influence the Fleet Optimization Plan. He will also seize opportunities were appropriate to combine activities to reduce the amount of time overall vehicles are stopped. It is also imperative to consider in developing the plan the cycle time for the overhaul of capital spare components to ensure that vehicles are not left waiting the return of an overhauled component.

As part of the preparation for the annual view in the Annual Fleet Optimization Plan, Brian will extend the heavy overhaul program to give a 5 year horizon to aid future planning

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Overhauls													
Wheel Turns (reprofiling)	11		11	11		11	11		11	11		11	11
Wheel Replacement		11			11			11			11		
COT&S Equipment Exchange Core Kit					11							11	
COT&S Overhaul Valves	4	4	3	4	4	3	4	4	3	4	4	3	4
Engine Overhauls - 2 Engines per car		11						11					
Generator Overhauls - 2 Generators per car		11						11					
Coupler Overhauls - 2 Couplers per car		11						11					
Traction Motor/ Gearbox Overhauls - 2 TM per car		11						11					
Suspension Elastomers		11						11					
Electronics		11						11					
Recover Seats		11						11					
Paint								11					

Brian will work with DCTA to ensure value for money for component overhaul is maximized. We will share our expertise of Supplier Relationship Management coupled with the strong relationships we have developed with many OEMs to support this objective. When obtaining material and overhauled components it is important to ensure that cost and reliability of overhauled components are factored into any procurement decision. There are occasions where the cheapest component does not produce the best reliability resulting in overall increased life costs for the vehicle. It is also imperative to work with our suppliers to develop the overhaul specification to ensure that it addresses all the issues identified with in-service experience.

First has considerable experience with managing and completing heavy overhaul programs and is keen to discuss this further with DCTA so that we can provide a seamless total maintenance strategy and service for the A-train fleet. However we will work closely with DCTA and their preferred supplier as appropriate to deliver the heavy overhaul programs.

Brian will, with DCTA, review overhaul specifications annually to ensure that we maximize the opportunity to program work in the downtime available and incorporate this in the Annual Fleet Optimization Plan.



The overhaul of vehicles will include overhaul and replacement of power units, transmission drive trains, wheelsets, brake gear, trucks, traction motors, air systems, door systems and HVAC modules. It will also encompass vehicle interior refurbishment and planned full vehicle exterior repaint.

*First has considerable experience with managing and completing heavy overhaul programs and will proactively work with DCTA to provide a seamless, total maintenance strategy and service for the A-train fleet.*



## **BENEFITTING DCTA**

Our M&Q Manager, Brian will work with DCTA to apply condition based maintenance and reliability centered maintenance to the overhaul scope in line with our approach defined in Tab K. For example, with FHT we extended the mileage interval for heavy maintenance which we based around condition monitoring. This reduced overall costs for maintaining the vehicles while maintaining and ultimately improving the reliability of the vehicles. A significant reduction in cost was doubling the overhaul interval for the trucks.

We have considerable experience from our other Rail operations in appropriate overhaul intervals for components which are similar to those deployed on DCTA owned revenue vehicles. We will share with DCTA the best practice from our other operations, and work closely with DCTA in developing the necessary assessments of the condition of the components to allow implementation of any changes to these schedules.

## **Unscheduled Maintenance and repairs**

Unscheduled Maintenance is the rectification of faults and defects on the vehicles which have either occurred while in service or been identified during a Planned Preventive Maintenance inspection.

The core principle of unscheduled maintenance is having an understanding of the condition of the trains and that defects identified in service are rectified as quickly as possible.

Within First, successful rail fleet management includes careful planning of the availability of rail vehicles, material and resources to rectify the defects so that unscheduled maintenance does not impact on the ability to maintain the revenue earning service.

Our M&Q Manager, Brian Carroll, will ensure that, through our maintenance scheduling and methodology of defect management, the number of outstanding defects and deferred work is as close to zero as possible while balancing the defect types against requirements of maintaining a service. **Through the continued refinement of the PM plan, using reliability centered maintenance principles, we work to minimize the amount of unscheduled maintenance to ensure that a component is replaced before it fails.**

Similar to Scheduled Maintenance, Brian will make sure that all staff undertaking these activities are trained and competent at each of their respective maintenance facilities. They will need specialist training to enable them to undertake fault finding. Each employee is empowered with quality control responsibilities and will sign off their own work. We will use well trained and skilled technicians to facilitate fault finding and rectifying of defects.

The lead technician will monitor and review the completed work using their expertise to verify that the work and fault finding has been completed to a high standard prior to releasing the vehicle back into service.

Brian will undertake reviews of the defect database in order to identify repeat defects and other trends. This will identify where rectification work has not been successfully completed and he will propose ways of recovering the situation.

Brian will monitor and analyze reliability data ensuring root cause is identified for all defects. He will analyze trends and make recommendations for improvements to the fleet. Brian will be the vehicle expert within our organization able to offer help and guidance to the technicians maintaining the vehicles when required to aid fault finding.

## *Recording and Resolving Defects*

We will use the defect management system within the Infor EAM Fleet Management System to record and control all defects and any deferred maintenance. The principals will be similar to those which we deploy within all of our operations. At one of our rail operations in London, UK we monitor outstanding defects and deferred maintenance, and currently achieve only three outstanding defects per vehicle (none of which are safety or performance critical) whereas other operators achieve 10-20 defects per vehicle on average.

Train crew during the course of their turn of duty may observe defects with the rolling stock which they are operating. These defects will be reported to maintenance and logged in Infor EAM. Any defect which is deemed to be safety critical will be highlighted and it will not be allowed to enter service from a maintenance facility until it is rectified. Any defect which is likely to have an impact on service reliability will also be scheduled to be rectified at the earliest opportunity with cosmetic defects being attended to as part of the routine Preventive Maintenance program. All deferred maintenance will be rectified within 60 days.

There will also be occasions where defects are identified during scheduled Preventive Maintenance. As part of the reporting process for maintenance, the technician will record the defect and its rectification on the Work Order and ensure it is entered into Infor EAM. Where an element of the Planned Preventive Maintenance could not be completed, this deferred work will be recorded and tracked in Infor EAM.

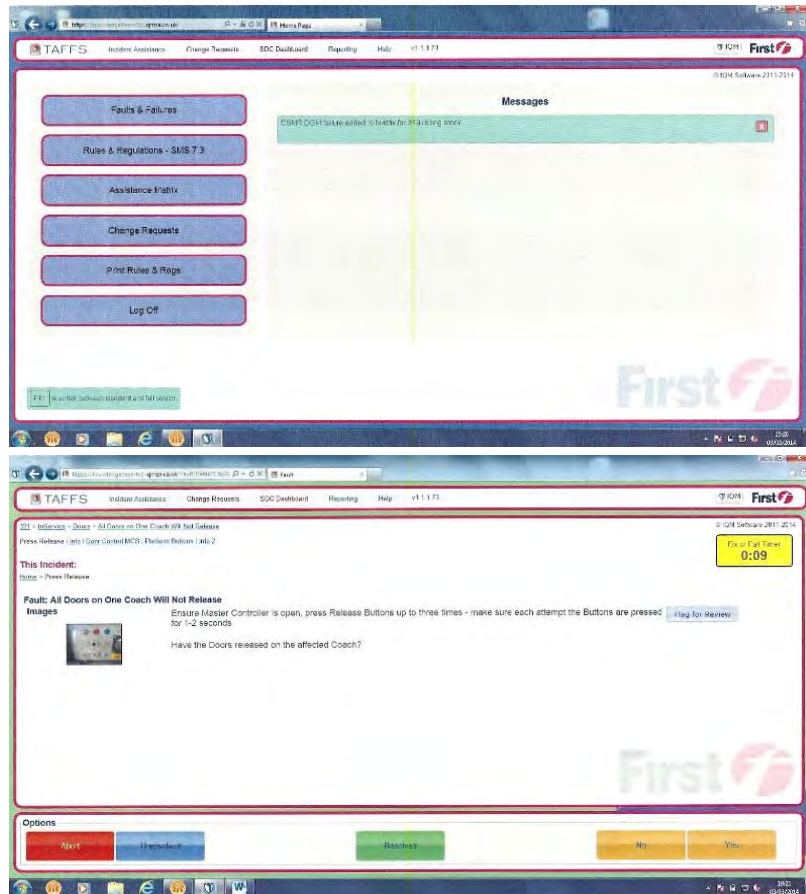
## Fault Guides

During mobilization First will develop an initial suite of electronic fault finding guides to help our maintenance technicians provide advice to engineers when they are trying to rectify a fault in service. This will allow our maintenance staff to follow through a sequence of questions when contacted by an engineer who has a failure. This will aid rectification of the fault to allow the train to continue running until a technician can inspect it in person.

This type of system was successfully introduced into our rail operations and allows the problem to be quickly identified and in most cases fixed without the need to wait for a mobile technician to arrive on site. This results in better failure recovery, reducing delay and need for cancellations.

When developing the Vehicle Maintenance Instructions we will develop these fault finding guides for use during maintenance and fault rectification. This will certify that faults are quickly identified and resolved. These are common within our operations and ensure that technicians follow a consistent process to quickly and correctly rectify defects. Our approach ensures that fault guides are live documents that are continually updated through the life of the vehicles.

After contract commencement our M&Q Manager, Brian Carroll will continue to develop and refine the fault finding guides and the fault finding trees within 12 months of contract commencement



When any repair is undertaken the technician will ensure that it is made in accordance with A-train Standard operating instructions, OEM standards and FRA regulations.

Brian, our M&Q Manager, will ensure that a plan is in place to return the vehicle service which will include an estimate date and time; this plan will be updated daily ("Stop List"). The plan will also ensure that no vehicle goes unrepaired or unavailable for service for greater than 7 days. This strategy will ensure that any "Contractor's Long Term Hold" is minimized. We will advise DCTA of any Long Term Holds as soon as we become aware of a potential Long Term Hold, or 7 days, whichever is sooner. We will seek DCTA's written approval and agree a plan to return that vehicle back to a serviceable condition as quickly as possible.

### *Failure Review and analysis – Data Alchemist*

While existing remote condition monitoring and maintenance management systems are effective at collecting defects data, the difficulties for the maintenance organization is in translating this data into useful maintenance information. In particular, the ability to identify reported defects that required further investigation and to provide guidance, where practical as to underlying cause.

The absence of useful maintenance information of the type described above can result in a failure to identify many repeat defects, with the result that previously unsuccessful maintenance interventions are merely repeated on multiple occasions such that the same defect then recurred. This can be evidenced by large quantities of deferred defects, many of which are reported on multiple occasions. Please see Tab K for additional details.

Our M&Q Manager, Brian Carroll will implement and develop the use of Data Alchemist to analyze defects, identify trends and repeat defects. This is an analytical tool developed within our existing rail operations which we have successfully used identify repeat defects and trends and implement mitigation to reduce.

### *Predictive Maintenance Analytics Program*

First Transit reduces failures through the use of Predictive Analytics technology as discussed in Tab K. A properly maintained fleet is important to deliver public transit services both safely and efficiently. This cutting edge technology predicts vehicle failures before they happen, saving time and money, and increasing the reliability of fleet.



## Cleaning and Washing

Regular effective cleaning is fundamental to overall excellent customer presentation. A dirty vehicle takes away the positive image of the service from the passenger.

In this section we will explain our approach to ensure that all vehicles are presented in an excellent condition. It is important to be able to monitor the standards of cleaning achieved and we will introduce a monitoring system of scoring similar to that which we have already implement at GWR. This will utilize management to undertake in service assessments against clearly specified criteria (which removes the subjective nature of the assessment) while they are out and about on the service and score the condition of the interior. The areas to be checked would include restrooms, tidiness of floors, interior and exterior surfaces and cleanliness of seats. These results will be included in our monthly reports.

### Interior Cleaning Schedule

A dirty vehicle takes away from the positive image we want to convey to our passengers and the communities we serve. To meet DCTA's requirements our plan will ensure that all revenue vehicles will be cleaned on the inside prior to entering service.

The lead technician (QMP) will ensure that all trains receive a daily clean before entering service. Our vehicles undergo these daily cleaning and washing procedures:

- Remove all trash from inside vehicle
- Wipe down all seating surfaces
- Clean all spills on all floors
- Vacuum, sweep floor to remove all dirt, paper, etc.
- Wipe clean and sanitize all stanchions and grab bars
- Clean interior windows, as necessary
- Clean side panels, as needed
- Remove any graffiti and insect remains
- Mop floor
- Repair or replace broken, cut, torn or vandalized components

### ceilings

#### Standard to be achieved

Ceilings should be clean and bright, free from ingrained dirt, stains, fingermarks and there should be no graffiti.

#### Equipment

- Rubber gloves
- Visor
- Authorised cleaning chemical (Surfnet/First daily cleaner)
- Disposable wipe
- Cloth
- Refuse sack
- Disposable overshoes

#### Method

1. Soak cloth pad with cleaning chemical. Wipe over surface approximately one panel at a time.
2. Wipe dry using disposable wipe.
3. Dispose of all used disposable wipes into a refuse sack and dispose of in the correct manner.





A clean, graffiti-free vehicle conveys a sense of pride and confidence to you, our riders, our train crew, and our DBE contractor. The heavy clean will consist of:

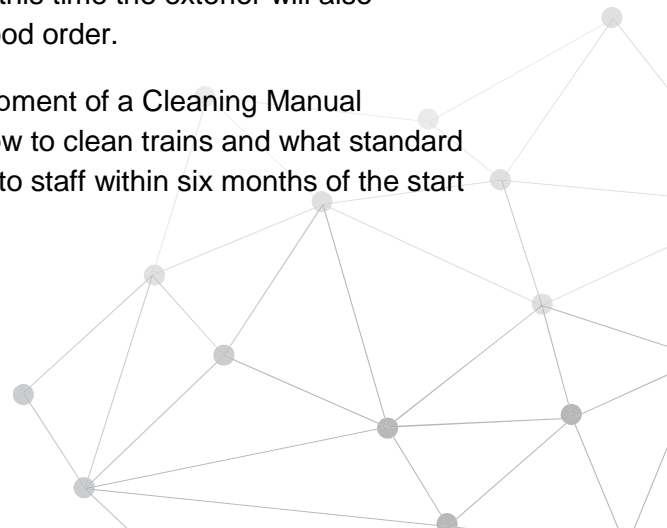
- Remove all trash
- Hand wash all interior panels
- Hand wash seat backs and bottoms, arm rests and crevices
- Replace any dirty, worn or torn seat covers
- Hand wash seat frames
- Clean all vents and air-conditioning grills
- Clean door tracks
- Sweep tile floors, then strip and mop tile floors
- Wash and squeegee windows
- Wash floor and heater guards
- Clean all light covers and fixtures
- Hand wash all stanchions and partitions
- Hand wash all cab surfaces
- Hand wash all trash receptacles
- Inspect all decals and repair/replace as required
- Remove all graffiti, etching, vandalism and unauthorized materials
- Hand wash exterior of train paying attention to windshields, windows, doors,

Inspect all external decals and repair/replace as required. At the maintenance facility we will employ an external cleaning company to undertake cleaning overnight. The vehicle cleaning will comprise a daily clean of each vehicle prior to it entering service and every 92 days each vehicle will receive a heavier clean to ensure that we maintain its condition.

The onboard train crew with support as necessary from the dayshift cleaners will complete the turnaround clean. This will consist of litter pick. The on train team will advise the Dispatch Office of the requirements of any special cleaning required in service and arrangements will be made for early special cleaning of the affected area.

Our M&Q Manager, Brian Carroll, will ensure that a regular interval heavy clean is undertaken for the fleets. This will be done during daytime Monday to Friday. This is a deeper level of clean which in particular will clean all surfaces and upholstery. At this time the exterior will also receive a hand clean to maintain the exterior condition in good order.

To ensure consistency of delivery we will implement development of a Cleaning Manual covering the A-train fleet. This will be illustrative showing how to clean trains and what standard is to be achieved. The Manual will be complete and briefed to staff within six months of the start date.



The cleaning crew will fill out a detailed checklist, which provides accountability for the completed work. All cleaning activities will be conducted daily or at intervals required by the DCTA contract. In locations affected by drought conditions, vehicles will be kept as clean as possible within water allocations and DCTA direction.

## Graffiti and Vehicle Repair

We have a zero tolerance policy for graffiti, and will institute a program to detect and remove it from the interior and exterior of all vehicles. Our train crew and maintenance teams are committed to providing our passengers with clean, well-maintained and graffiti-free vehicles.

Train crew will perform pre-trip and post-trip inspections, paying close attention to dents, scratches, and graffiti that may negatively impact the appearance of A-train vehicles. Any blemishes are noted on the inspection reports and forwarded to lead technician, who update the maintenance records with any necessary work orders related to the train operators' findings.



We are fully committed to upholding the high standards of DCTA. The Maintenance Manager will ensure that any internal graffiti is removed as a priority for their respective fleets.

## Exterior Washing

Brian, our M&Q Manager, will ensure that all vehicles go through a train washer prior to entering service where practicable for their respective fleets. As part of the regular heavy clean, all vehicles will receive an exterior hand wash.

Brian will ensure that any external graffiti is removed as a priority for their respective fleets. We will have zero tolerance of any vehicles in traffic which have had a graffiti attack on the exterior visible to the public. This will include where appropriate not entering a vehicle into revenue service until the exterior graffiti has been successfully removed; frequently it is also easier to remove while the graffiti has not hardened. We will carefully select the product used to assist with graffiti removal such that it does not damage the exterior paintwork.

How we address body side graffiti will be covered as an element of our proposed cleaning manual.



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We will develop a procedure which documents how we will deal with any train which is involved in a trackside incident. This will document how we will promptly clean and decontaminate the rolling stock at the incident scene and at the appropriate maintenance facility. Such procedure will take into account all appropriate legislation and regulation to protect the health of the staff performing the cleaning as well as the appropriate DCTA biohazard procedures. Once prepared, we will submit the procedure for DCTA approval. We will ensure that either a specialized biohazard cleaning sub-contractor is used or that our staff have received suitable training and are issued with appropriate PPE.

### *Cleaning Procedures and Practices*

As outlined above during mobilization First will develop a Cleaning Manual that demonstrates the high quality and professionalism we expect for DCTA A-train services. The cleaning manual will document safe method of working and precautions to be applied for cleaning chemicals used. This cleaning manual will be developed in conjunction with DCTA and will be submitted for approval before implementation. The maintenance of the interior and exterior of the trains to an excellent standard is part of the Preventive Maintenance Plan and will be addressed as part of that activity.

Our M&Q Manager, Brian will develop sheets for sign off of completion of work which will also be submitted to DCTA for approval prior to implementation.

## Maintenance of Facilities

The maintenance of facilities includes the maintenance shop and the stations which the train services serve.

We will develop Planned Preventive Maintenance Plans for both the maintenance shop and the stations based around Condition Based Maintenance techniques. Where plans are already in place we will continue to use the existing plans but will review and enhance them as appropriate during the first 12 months.

We will undertake wherever possible unscheduled maintenance at the MOF shop (we will only undertake other maintenance when absolutely necessary at the stations or trackside to enable the train to safely move). The MOF facilities will be maintained to safely accommodate plant and machinery such as jacks and lighting. Where information is available from the OEM, we will utilize that to develop our Preventive Maintenance Plans.

The QMPs and QPs will take ownership and responsibility for the upkeep and cleanliness of the maintenance shop as part of our Exemplar Depot initiative. The stations will be the responsibility of our MOW partner who will also support the shop technicians with maintenance of the maintenance shop.

## Use and Maintenance of “Where’s My Ride”

We will introduce and adopt procedures to ensure that the “Where’s my Ride” application is fully maintained and available at all times. “Where’s my Ride” allows passengers to obtain real-time predictive arrival information for their train. It relies on a Global Positioning Device mounted inside each vehicle which is combined with operator login information (which includes route, run and destination), and is then transmitted wirelessly to a server using onboard cellular equipment. Within our rail operations, First is familiar with the operation and maintenance of similar Global Positioning Systems transmitting locations of vehicles through cellular devices.

We will ensure that our technicians are available to undertake all training provided by DCTA to ensure that they are capable of all troubleshooting and minor maintenance support functions.

## Facilities Maintenance Plan

The operations and maintenance facility maintenance will be performed in strict compliance with the rules, regulations and requirements of the:

- Federal Railroad Administration (FRA)
- American Public Transportation Association (APTA)
- Occupational Safety and Health Administration (OSHA)
- Environmental Protection Agency (EPA)

First Transit will expand our Life Cycle Maintenance approach to the facility maintenance program will look very much like and will have the same fundamental components as our DMU Preventive Maintenance programs.

## *Servicing and Inspection Tasks*

Under the direction Brian Carrol, Maintenance staff will conduct daily, weekly, quarterly, monthly, Semi-Annual and annual facility inspections and perform required servicing of all equipment, machinery and systems at the OMF. Their findings are recorded in the First Transit Infor EAM asset management system.

## OMF BUILDINGS AND TRACK

Inspection, repairs, and maintenance of all building systems are covered with OEM and facilities inspection plans. The inspection plan reflect one or more of the following requirements:

- OSHA
- OEM (air conditioning,
- FRA (e.g. Track and signals)

## EQUIPMENT INSPECTIONS AND MAINTENANCE

Scheduled Inspection and Maintenance for shop equipment and machines is carried out per the DCTA requirements and OEM (Original Equipment Manufacturer) schedules, whichever is more stringent.

Preventive maintenance principles are integrated throughout the regular inspection process. Deficiencies are noted in Infor EAM and repairs are made as needed.

Equipment Type	Inspection Frequency					
	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
Forklift trucks	•			•		
Overhead cranes			•			•
Slings			•			
Scissor lifts			•			
Train wash	•		•		•	•
Jacks					•	•
Yard Tracks and Switches	•		•		•	•
Facility HVAC systems		•			•	
Fire Alarm Systems	•	•	•	•	•	•

### Overhead Crane Inspection

Prior to use visual inspections following OSHA requirements 1910.179 (j) (2) will be undertaken by trained, qualified crane operators. Monthly inspections of overhead cranes will be undertaken following OSHA requirements 1910.179 (j) (3). An annual inspection of the overhead cranes is also conducted. All Inspections will be recorded in our Infor EAM Asset management system.

### Lifting Jack Inspection

Maintenance personnel will perform visual inspections of the jacks prior to use. Semi-annual inspections per OSHA standards 1910.244(a) (2)(vi) will be undertaken. Inspections are recorded on RD-233, Jack Inspection Report, and entered into KORS. All Inspections will be recorded in our Infor EAM Asset management system.

## **Fall Protection**

The OMF roof access gantries are equipped with overhead fall protection. Employees are required to utilize this fall protection, including wearing harnesses and tie off to lanyards, whenever working on top of equipment. Fall protection is inspected on an annual basis.

## **Fire Alarm Systems**

The fire alarm will be inspected annually and the sprinkler system is inspected quarterly by an outside firm who specialize in Fire Alarm maintenance and monitoring.

## **Inspection Pit Maintenance**

Inspection pits are inspected and cleaned daily by First Transit maintenance personnel. Pits will be power washed quarterly by First Transit Staff.

## **Oil-Water Separation Monitoring**

Oil-water separators are monitored periodically and pumped on an as-needed basis by a specialty subcontractor.

## **OMF Access Control**

All access to facilities and maintenance of the access equipment is done in compliance with the DCTA Access Control Procedures and OEM manuals. Employees are issued access cards programmed for limited access at all facilities. This is done in conjunction with authorized DCTA staff. During the day all visitors will report to the administrator on duty and sign in. Outside of day time working hours all visitors will report to the lead qualified mechanical technician on duty. Adherence to PPE policy agreed with DCTA and controlled by First Transit is also required.

## **Lube Oil System and Monitoring**

A key part of the servicing and maintenance of the DMU's and other support equipment is the requirement to change and top up lube oil and other fluids. Dependent on the type of fluid/lubes they will be stored on site in drums or totes which will be placed on spill containment pallets as required by environmental regulations. All drums/totes will be constantly monitored for leakage and, in the event of a spill, spill containment kits are readily available for clean-up. System integrity and functionality are monitored by Maintenance personnel, who are also responsible for clean-up, in the unlikely event of a spill occurring.

## FACILITY REPAIR PROCESS

Facility Technicians performs daily, weekly, monthly, quarterly, semi-annual and annual facility inspections. The findings are recorded in Infor EAM. When repairs are required, the maintenance staff will assure that those repairs are made, consulting with Original Equipment Manufacturers and/or other technical support resources as necessary.

## EMERGENCY REPAIRS

In the event of an emergency, our M&Q Manager Brian Carroll will immediately be notified. Brian will ensure the appropriate maintenance personnel are contacted and the repairs are made. Where temporary repairs or mitigation is put in place an action plan will be submitted within 24 hours detailing what action is being taken to restore the facilities and equipment to full working order.

## CLEANING

All facilities are kept clean and organized, the floors of all shops and offices are swept daily. Trash is removed daily. All offices, bathrooms, break rooms and locker rooms are vacuumed and or mopped weekly. All tiled floors are buffed and waxed monthly and stripped/re-waxed annually. Cleaning supplies and tools are provided to carry out all facilities cleaning and housekeeping tasks.

## MAINTENANCE OPTIMIZATION

First Transit Maintenance Staff and management utilize a systematic approach to guide their work activities. Brian Carroll, Manager Maintenance and Quality, will be responsible for providing technicians with a work schedule to complete all required and scheduled inspections. This includes all daily, weekly, monthly, semiannually and annual tasks. During these inspections, all required servicing tasks are completed including but not limited to; changing filters, topping off fluids, making necessary adjustments to equipment repairs and emergency repairs. All inspection and servicing tasks are properly documented in Infor EAM.

Depending on the nature, severity and potential effects on the A-train service repairs will be prioritized. If necessary because of time requirements or the nature of the repair outside expert contractors will be utilized.



## Processes for Electronic Data and Documentation

First's reporting and data management ensures that detailed records are an essential part of our safe and efficient management of vehicles. At all times we maintain comprehensive paper records of all maintenance activities, clearly identifiable and properly stored. We will store all the completed works orders as appropriate at the maintenance facility by vehicle number in a sequential order allowing easy access and reference as required. Where the work order has been completed and stored electronically, we will also subsequently print out a hard copy of the completed record for storage and reference. First looks forward to introducing additional data management processes for vehicle inspection, in coordination with DCTA, such as technician tablets for a 'paperless shop' work environment.

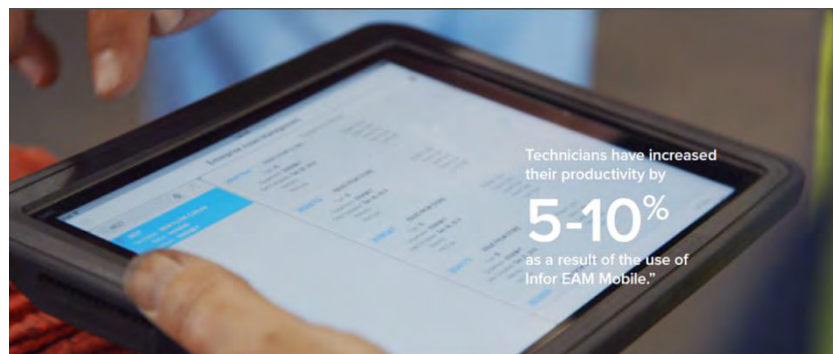


First's success of safe and reliable vehicle operation is supported by our comprehensive Fleet Management System. Our system aids maintenance planning by recording vehicle usage, recording completion of Preventive Maintenance, providing a defect database showing records of the initial reporting and subsequent resolution, analyzing failure trends, recording vehicle configuration (including critical component serial numbers) and control of material stock levels. First will develop our DCTA Fleet Management System based on our experience developing Infor EAM within First, as well as SAP-based management systems at our other rail operations.

### PROCESS AND DOCUMENTATION FOR WORKS ORDERS AND RECORDS

As outlined above we will use a defect management database which is part of the Fleet Management System, Infor EAM, to ensure that there is a record and control of all defects. This will aid planning as well as production of work orders to rectify the defects.

The lead technician (QMP) will ensure that all inspection tasks and defects are recorded onto inspection sheets (work orders). The lead technician will use the Fleet Management System, Infor EAM, to issue work orders for completion by technicians.





As we have outlined in Tab K we use of tablets to allow for direct data entry into Infor EAM and eventual replacement of paper in order to create the paperless shop. We will work with DCTA and the FRA to ensure that this meets all their requirements as well as conforming to all regulations noting that there is a requirement to maintain written records. These tablets will allow technicians to document Preventive Maintenance inspections, record various maintenance functions and work orders from anywhere within the shop. Technicians will also be able to check vehicle history, repeat repairs, failure reports and open defects on the tablets. All vehicle wiring schematics, service manuals and service bulletins will be available instantly to the technicians on the tablets. Each technician will have their work assignment set on the devices. This will allow them to be more productive and efficient. These tablets have been successfully implemented by First at our Maintenance Departments in San Diego, CA and Tempe, AZ, as well as at Old Oak Common in London within our Rail operations.

By maintaining complete and accurate records, it will allow us to make rational, logical decisions regarding our equipment and vehicles.

### *Data Input – Role of Maintenance Technicians (QMP)*

Technicians are responsible for inputting all data into the Fleet Management System after inspections, PM's, repairs faults identified and rectified. All defects, actions taken and the root cause for failures will be recorded within the system. This is standard practice with the way we manage our maintenance records within First.

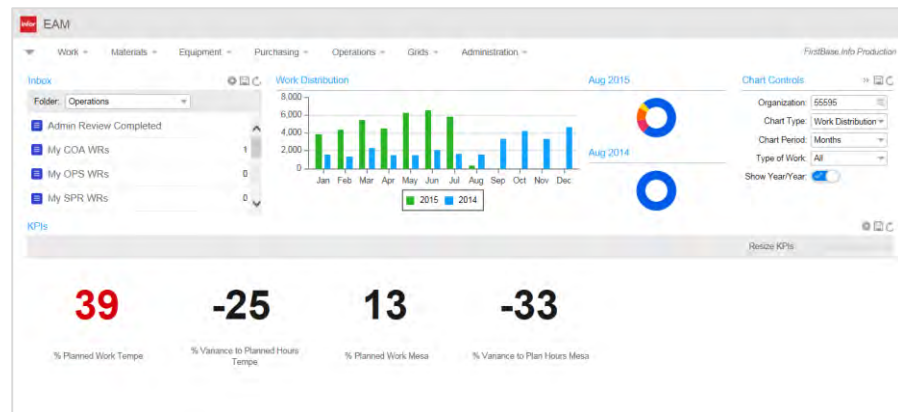
As part of the requirements of the daily exam, our technicians will complete a Pre-Trip Inspection form which will be placed in the cab of each train. The old one will be removed and be retained for 92 days. No vehicle will be permitted to enter service after a daily inspection or with outstanding safety critical defects still present. In the unlikely event it is needed to return vehicles to revenue service with minor non-critical defects present, these will be recorded on to Defect Management Database contained within Infor EAM with a documented schedule for the speedy resolution. These defects and repairs will also be recorded on the Pre-Trip Inspection forms.





For over 10 years First has been using Infor EAM our customized Enterprise Asset Management Systems. Infor EAM is our software platform of choice for vehicle maintenance files, reporting, and task supervision. Infor EAM captures and supplies critical data to support day-to-day management decisions, providing our maintenance team with the information needed to keep all assets maintained by First compliant with the maintenance requirements of our customers and service delivery requirements.

Our M&Q Manager, Brian Carroll will monitor operations at the Maintenance Facility to ensure that vehicles will not be cannibalized or stripped for spare parts. No vehicle shall be out of service for more than 7 days awaiting replacement parts.



## Quality Control

Ensuring quality of all the maintenance and cleaning is critical to the successful delivery of the service. This section outlines our plans to ensure that we deliver high levels of quality. We will develop a fully documented Quality Control Plan for submission to DCTA for approval incorporating the elements described below. This Quality Control Plan will be compliant and certified with the ISO9001 standard.

## Configuration Management

All modernizations, additions and improvements made to the fleet will be approved in accordance with Engineering Change Procedure (See Tab G Asset Management for further details) with sign off by DCTA prior to the change taking place. These will be prepared by Brian Carroll, M&Q Manager.

Brian will use Infor EAM to record vehicle configuration. Brian will record all component serial numbers within in Infor EAM against the vehicle there are fitted to ensuring a good record is maintained of vehicle configuration which will improve better material control and maintenance management.

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Brian will implement an Asset Management procedure in conjunction with and with the approval of DCTA based on MAP-21 principles. This is described more fully in TAB G. We have already developed corporately a Strategic Asset Management Plan which will guide us in our development with DCTA. This plan is structured to reflect key elements of our Asset Management Program involving:

- Organization and management process
- Life cycle asset plan
- Maintenance planning and delivery
- Renewals planning and delivery
- Information management systems

Our approach to Asset Management is designed to be increasingly:

- Systems based
- Whole life optimized
- Asset knowledge
- Risk based
- Subject to continual improvement
- Data driven

### *Employee Responsibility*

It is our philosophy that each employee is empowered with quality control responsibilities and have the responsibility of signing off their own work.

Our M&Q Manager, Brian Carroll will ensure that all staff are fully trained for the task in hand and have been certified as competent for their respective maintenance facilities. We will ensure that our procedures fully conform to the requirements of 49 CFR 238.109. Each Technician (QMP and QP) will be assessed on a periodic basis through oral and written examinations as well as observation of them undertaking the tasks which they are performing. This assessment will be documented and retained demonstrating their competence to perform the tasks with which they have assigned.

Within First we have a program which encourages and rewards employees in achieving and maintaining the levels of competence required for the tasks they need to undertake.

## Lean Maintenance Practices

During our site visits we observed that the maintenance shop does not show signs of being a world class organized shop with little evidence observed of inventory control or a tidy work area (e.g. trailing wires). Accordingly, we believe that by implementing our Lean Maintenance Practices (Exemplar Depot) for A-train Maintenance will be able to improve the organization and operation of the facility.

Lean Maintenance is a symbol of excellence which has been implemented successfully in our rail and transit operations.

This is an introduction of Lean techniques in a controlled and monitored manner to achieve required standards. This involves tidying the shop, ensuring that all materials and tools are accessible and controlled, implementation of inspection kits, provision of visual management tools including boards displaying safety information and statistics among others.

This will ensure that the maintenance facility is maintained to a high standard by our technicians. This will instill a sense of pride which will ensure that they have all the equipment in place and in good order ready to undertake any maintenance activity. We will also develop and submit to DCTA for approval as part of this process a facility maintenance plan.

A team within the maintenance facility is created involving all levels of the facility workforce. This team will develop action plans based around the criteria to achieve the appropriate level. The team will be encouraged to visit other locations to observe best practice. This process is referred to as “Go, Look, See.”

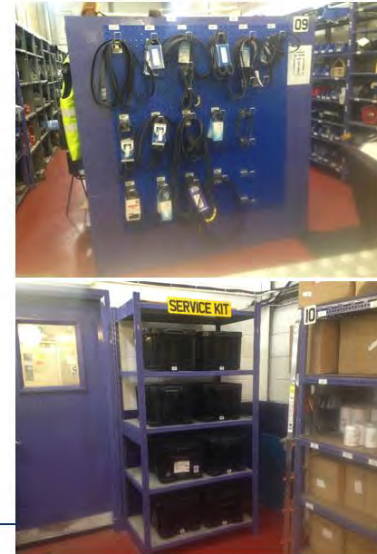
BETTER  
journeys  
FOR LIFE

Before



Progress – Stores

After



## VISUAL MANAGEMENT

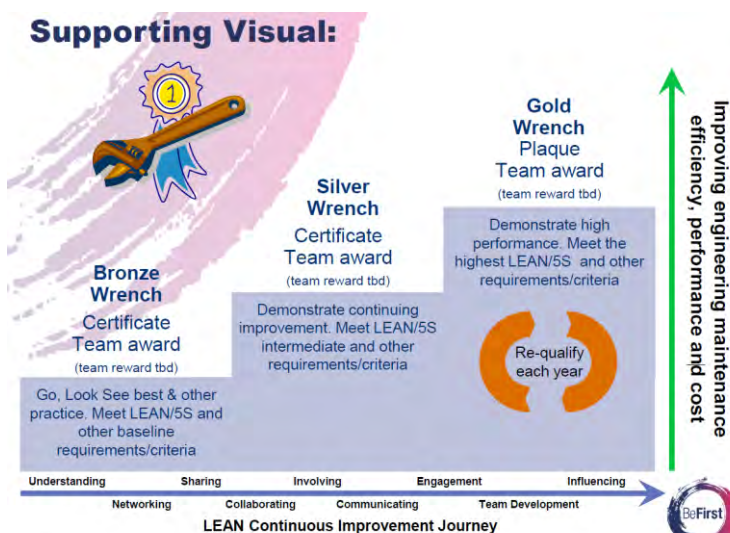
As part of Lean Maintenance process our M&Q Manager, Brian Carroll, will assign a dedicated room” at the Maintenance Facility. In this room there will be displays of performance, reliability and safety data. These display boards will be updated on a daily basis supported by the data analytical tools (Data Alchemist) which we will introduce. The staff briefing at the start of each shift at each maintenance facility will take place within this room where the technicians will review the reliability and safety Key Performance Indicators (KPIs) displayed. The KPIs as appropriate will be broken down to equipment groups to highlight particular problem areas. The display boards will include boards for action plans which will be developed, updated and owned by the staff being briefed to deliver improvements on safety and performance.



As well as locating display boards in the room Brian will as appropriate introduce display boards around the shop work area to highlight particular issues giving appropriate levels of information to visitors and other staff to allow them to understand the status of the vehicles in the shop.

## INTERNAL ACCREDITATION

The maintenance facility is measured against a number of documented and agreed criteria working initially to a bronze US First Transit Wrench Award but ultimately aspiring to gold award status. The staff at the OMF will be involved from day one in developing action plans to achieve bronze level within 12 months of contract award and within a further 24 months we would aim to achieve Gold Wrench Award status, providing great assurances to DCTA as to the quality of our team and the maintenance program ensuring we maintain full compliance with FTA requirements. The local management team would do the assessment for the bronze Wrench Award rising to the corporate Director of Engineering & Quality, US Rail for the Gold Wrench Award.





## *Maintenance Quality Control Procedures*

The Quality Control Check (QCC) ensures that all vehicles are maintained in a safe, reliable, and clean condition. This ongoing vehicle audit is performed by Brian, and maintenance staff. Brian will lead the auditing of vehicle condition, vehicle inspection reports, preventive maintenance repairs, and train operator inspection reports.

## *Quality Control Check Procedures*

Each location is required to undertake monthly audits of our maintenance processes and procedures to ensure we are compliant. Audit reports will be made available to DCTA through our SharePoint portal as discussed in Tab K.

The audits will cover:

- Overall vehicle condition and trends
- Proper maintenance documentation
- Training or staffing requirements

Next, the manager audits the driver inspection reports and PM inspections. The manager checks that all of the defects listed in Infor EAM maintenance database for the past 14 days have been addressed or scheduled, then verifies that all repairs have been signed off by a technician.

The final step is to review the vehicle's past three PM inspections. This verifies the inspections were performed on time and ensures that defects identified during the inspection have been repaired. In addition, the manager looks for repeat defects to identify any technician training issues.

## *Corporate Audit Process*

Our extensive internal audit process ensures that each location is within compliance of all best practices, policies, and procedures. It also provides a determination of our facilities, operations, and vehicle safety and reliability measured against a company-wide standardized benchmark for quality, competence, and consistency. The audit process takes approximately three days and reviews all aspects of the operation, including:

- Inspection of 10 percent of the vehicles
- Warehousing efficiency and stocking levels
- PM compliance and procedures
- Deferred maintenance
- Standard operating procedure compliance

Each location receives a quarterly audit. At the end of each audit, action plans outline a timeline to correct any identifiable deficiencies. Once defects have been corrected, the location is subject to a re-inspection of those items. During the vehicle inspections, any vehicle with an out-of-service defect is immediately pulled from service until the proper repairs have been made. Within the organization there is a team of Quality Inspectors to undertake this activity but it will be supplemented, especially with the annual audit, by our corporate Director of Engineering and Quality, Sean Kehoe.

Where DCTA undertakes a review of maintenance records, and/or an inspection of any vehicle utilized by ourselves which it deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns, which leads to a vehicle being rejected, we will immediately agree an action plan with DCTA to remedy the deficiency. Where the vehicle is removed from service, we shall replace it with an equivalent vehicle as soon as practicable. We will ensure that there is full co-operation with any such DCTA inspections

Through the development of our established corporate Supplier Relationship Management program our M&Q Manager, Brian Carroll, will work closely with all suppliers to ensure that the material they supply for Scheduled Maintenance is of good and reliable quality. Where deficiencies are identified they will work with the supplier to develop an improvement plan which we will monitor the delivery of.

## Successful Maintenance of Equipment

Throughout its rail operations, First has considerable knowledge and experience in successful Maintenance of Equipment which knowledge and experience it will bring to ensuring that the DCTA A-train fleet continues to be maintained and available to high standards of operation and performance.





# Appendix

## Initial DCTA A-train Maintenance Plan







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Job ID	Qualification	Component	Description	49CFR	Frequency (Days)
1	Maintenance Technician (QMP)	Batteries	Check the batteries for signs of excessive gassing and ensure that the vent grill is free from obstruction.	238.303(e)2	1
2	Maintenance Laborer (QP)	Car Body	Check Unit Safety Supplies.	239.101(a)6(i)	1
3	Maintenance Laborer (QP)	Car Body	Check the compartment doors for the presence and condition of high voltage markings.	238.303(e)12	1
4	Maintenance Technician (QMP)	Car Body	Ensure that all motor section door ground straps and ground brush cable connections are in place and in good condition.	238.303(e)10	1
5	Maintenance Laborer (QP)	Communications	Check that the IC, PA, and PEC systems function as intended.	238	1
6	Maintenance Laborer (QP)	Controls and Displays	Check for the proper function of all lights in the indicator displays and pushbuttons.		1
7	Maintenance Laborer (QP)	Decals	Ensure that all rescue-access related exterior markings, signage and instructions are in place and as applicable, conspicuous or legible, or both.	238.303(e)18	1
8	Maintenance Laborer (QP)	Decals	Ensure that all safety related signage is in place and legible.	238.305(c)7	1
9	Maintenance Laborer (QP)	Decals	Ensure that all doors and cover plates guarding high voltage equipment are marked "Danger--High Voltage".	238.305(c)6	1
10	Maintenance Technician (QMP)	Event Recorder	Verify that the event recorder is operational.	229	1
11	Maintenance Laborer (QP)	General Vehicle	Inspect the seals on event recorder, alerter and radio.		1
12	Maintenance Laborer (QP)	General Vehicle	Ensure that all emergency equipment, including fire extinguishers and first aid kits, are in place and sealed. Check the general condition of the inside of the vehicle for damage, missing or loose parts.	238.305(c)4	1
13	Maintenance Laborer (QP)	General Vehicle	Ensure that all covers are closed and properly locked.	238.305(c)4	1
14	Maintenance Laborer (QP)	General Vehicle	Check the function and visibility of all cab mirrors.		1
15	Maintenance Laborer (QP)	Lighting	Ensure that all car lighting, including emergency lights, ditch lights and head lights function as intended.	238.307(c)5(i)	1
16	Maintenance Laborer (QP)	Lighting	Check for the proper function of all passenger compartment lamps.		1
17	Maintenance Laborer (QP)	Luggage Racks	Ensure that all luggage racks are not broken or loose.	238.307(c)2	1
18	Maintenance Laborer (QP)	Operator's Cab	Test the function of the horn, bell, sanders, and wipers.	229.129/229.131	1
19	Maintenance Laborer (QP)	Operator's Cab	Inspect cab seats, seat adjustments, mountings and cab windows.		1
20	Maintenance Laborer (QP)	Operator's Cab	Perform a voice test of the cab radio.		1
21	Maintenance Laborer (QP)	Passenger Doors	Ensure that all passenger doors operate safely and as intended.	238.305(c)10	1
22	Maintenance Laborer (QP)	Passenger Doors	Ensure that the means to access all manual passenger door release pull handles are in place based on a visual inspection.	238.305(c)3	1
23	Maintenance Laborer (QP)	Passenger Information System	Ensure that all public address and intercom systems are operative and function as intended.	238.305(c)12	1
24	Maintenance Laborer (QP)	Passenger Seats	Ensure that all seats and seat attachments are not broken or loose.	238.307(c)1	1
25	Maintenance Laborer (QP)	Vehicle Linkage	Check the condition of the bellows and ensure the following conditions do not exist: broken aluminum profiles; fabric torn from metal frames; tears or holes in the fabric.	238.303(e)14	1
26	Maintenance Technician (QMP)	Vehicle Linkage	Check the condition of the intercar fluid connection lines. Ensure that all lines provide adequate vertical clearance and are not loose, leaking or chafed.		1
27	Maintenance Technician (QMP)	Vehicle Linkage	Ensure that all intercar cable connections provide adequate vertical clearance, do not have broken or chafed insulation, broken plugs, receptacles, or terminals and have no strand of wire broken or protruding.	238.303(e)11	1
28	Maintenance Laborer (QP)	Windows	Check that the cab and windshield heaters and defrosters function as intended.		1
29	Maintenance Technician (QMP)	Air Reservoir, All	Drain condensation from air reservoirs.	229	1
30	Maintenance Laborer (QP)	Brake System	Check the sand level in each sight glass. Fill as required.		1
31	Maintenance Technician (QMP)	Brake System	Perform a Level 1 brake test from each operating cab.		1
32	Maintenance Technician (QMP)	Brake System	Check the condition of the track brake sections and their clearance over the top of the rail.	238.303e(15)	1
33	Maintenance Laborer (QP)	Car Body	Check the condition of cab, steps, handrails and windows.	238	1
34	Maintenance Laborer (QP)	Car Body	Inspect the floor connecting plates.	238	1
35	Maintenance Laborer (QP)	General Vehicle	Ensure that floors of passageways and compartments are free from oil, water, waste or any obstruction that creates a slipping, tripping or fire hazard and floors are properly treated to provide secure footing.	238.305(c)2	1
36	Maintenance Technician (QMP)	Power and Drive	Check the exhaust piping in the engine compartment for leaks and damage.	238.303(e)1	1
37	Maintenance Technician (QMP)	Power and Drive	Check the engine, pipes and cables for damage and leaks.		1
38	Maintenance Technician (QMP)	Power and Drive	Check the function of each exterior fuel level indicator. Fill as required.		1
39	Maintenance Technician (QMP)	Power and Drive	Check the condition of the engine fan blade for evidence of cracks or other signs of abnormal operating conditions.		1
40	Maintenance Technician (QMP)	Power and Drive	Check the condition of the cooling system piping for leaks, damage and chafing.		1
41	Maintenance Technician (QMP)	Power and Drive	Check the breather tube outlet for the presence of sludge, debris.		1
42	Maintenance Technician (QMP)	Power and Drive	Check the turbocharger inlet piping for rips, loose clamps or other damage.		1
43	Maintenance Technician (QMP)	Power and Drive	Check the engine oil level.		1
44	Maintenance Technician (QMP)	Power and Drive	Check the condition of the v-ribbed fan belt and ensure that no rips, tears or cracks are present.		1
45	Maintenance Technician (QMP)	Power and Drive	Check for water contamination in the filter collection sump. Drain if necessary.		1
46	Maintenance Technician (QMP)	Truck	Ensure that all journal bearings do not have any of the following conditions: a sign of having been overheated as evidenced by discoloration for other telltale sign of overheating, such as damage to the seals or distortion of any bearing component; loose or missing cap screws; a seal that is loose, damaged, or permits leakage of lubricant in clearly formed droplets.	238.303(e)16(i)(ii)(iv)	1
47	Maintenance Technician (QMP)	Truck	Ensure that no part or appliance of the vehicle, except the wheels, is less than 2 1/2 inches from the top of the rail.	238.303(e)9	1
48	Maintenance Technician (QMP)	Truck	Check the condition of the pneumatic springs and ensure they are inflated or deflated as required for the current operating condition.	238.303(e)5(vii)	1
49	Maintenance Technician (QMP)	Truck	Inspect the visible portions of each truck suspension and ensure that: the outer coil spring or saddle is not broken; the coil spring is not fully compressed when the car is at rest; the shock absorbers are not broken or leaking oil or other fluid. Check the condition of all the shock absorbers at the truck for damage and a loss of oil.	238.303(e)5	1
50	Maintenance Technician (QMP)	Truck	Ensure that the stop does not run in contact and that the maximum side clearance is maintained.	238.303(e)7(ii)(iii)	1
51	Maintenance Technician (QMP)	Truck	Check the condition of the visible portions of the truck frame and ensure that the frame is not broken and is not cracked in a stress area that may affect its structural integrity.	238.303(e)6(iii)	1
52	Maintenance Technician (QMP)	Vehicle Linkage	Check for damage to the mechanical coupler components, including the draw gear, and electrical head and cables.	238.303(e)3	1
53	Maintenance Technician (QMP)	Vehicle Linkage	Check the condition of the screw connections of the spherical bearing and plate.		1

			Inspect the visible portion of each wheel and ensure each does not have any of the following conditions: - a single flat spot that is 2 1/2 inches or more in length, or two adjoining spots that are each two or more inches in length; A gauge or chip in the flange that is more than 1 1/2 inches in length and 1/2 inch in width; a shelled-out spot 2 1/2 inches or more in length, or two adjoining spots that are each two or more inches in length; a seam running lengthwise that is within 3 3/4 inches of the flange; a flange worn to a 7/8 inch thickness or less, gauged at a point 3/8 of an inch above the tread; a tread worn hollow 5/16 of an inch or more; a flange height of 1 1/2 inches or more measured from the tread to the top of the flange; a crack or break in the flange, tread, plate or hub; a loose wheel; or a weld.	238.303(e)8 / 229.75	1
54	Maintenance Technician (QMP)	Wheels			
55	Maintenance Technician (QMP)	General Vehicle	Check cab forms for compliance and correct reported on-route defects.	229	1
56	Maintenance Laborer (QP)	Car Body	Fill the wiper fluid reservoir as needed.		1
57	Maintenance Laborer (QP)	Car Body	Wash the exterior of car with the appropriate cleaning agent.		1
58	Maintenance Laborer (QP)	Ceiling and Wall Panels	Remove heavy accumulations of dust or debris with a cloth, brush or vacuum Qualified Person/Cleaner.		1
59	Maintenance Laborer (QP)	Ceiling and Wall Panels	Wipe surfaces with the appropriate cleaning agent.		1
60	Maintenance Laborer (QP)	Floors	Remove heavy accumulations of dust or debris with a broom and dustpan or vacuum Qualified Person/Cleaner.		1
61	Maintenance Laborer (QP)	Floors	Mop floor covering with the appropriate cleaning agent.		1
62	Maintenance Laborer (QP)	Operator's Cab	Remove dust and debris from dash cover surfaces with cloth or vacuum Qualified Person/Cleaner.	229.129/229.131	1
63	Maintenance Laborer (QP)	Operator's Cab	Wipe glass surfaces with the appropriate cleaning agent.		1
64	Maintenance Laborer (QP)	Operator's Cab	Treat control surfaces (panels, switch buttons, knobs, etc.) with the appropriate cleaning/disinfecting agent.		1
65	Maintenance Laborer (QP)	Seats	Remove heavy accumulations of dust or debris with a cloth, brush or vacuum Qualified Person/Cleaner.		1
66	Maintenance Laborer (QP)	Seats	Remove contaminants or stains with specialized upholstery cleaning equipment as needed.		1
67	Maintenance Laborer (QP)	Windows	Clean interior windows with the appropriate cleaning agent.		1
68	Maintenance Laborer (QP)	Windows	Clean windshield, cab windows and mirrors with the appropriate cleaning agent.		1
69	Maintenance Technician (QMP)	Brake System	Perform a functional brake test.	238	5
70	Maintenance Technician (QMP)	Brake System	Ensure that all brake rigging is securely fastened and all brake pads apply and release as intended.	238	5
71	Maintenance Technician (QMP)	Brake System	Check all brake discs for defects and conformance to the manufacturer's specifications.	238	5
72	Maintenance Technician (QMP)	Brake System	Ensure all brake pads are in acceptable conditions.	238	5
73	Maintenance Technician (QMP)	Main Reservoir	Check the operation of the air dryer.		5
74	Maintenance Technician (QMP)	Traction Motor	Check the drive wheel oil levels and power cables for any abnormal conditions.	238	5
75	Maintenance Technician (QMP)	Truck	Check all trucks over the pit for defects.	238	5
76	Maintenance Technician (QMP)	Wheels	Check all wheel bearings for defects.	238	5
77	Maintenance Laborer (QP)	Bellows	Check for holes or tears in the fabric and for damage and embrittlement of the covering rubber frame.		30
78	Maintenance Laborer (QP)	Bellows	Check the condition of the aluminum profiles and ensure there is fabric in the bellows frame and check the general condition of the connection plate rod hinges and ground flap.		30
79	Maintenance Laborer (QP)	Cab Doors	Perform a functional test and check the general condition of the doors.		30
80	Maintenance Laborer (QP)	Car Body	Check the wiper blades for condition and proper function.		30
81	Maintenance Technician (QMP)	Electrical	Check the condition of each compact converter, generator and diesel engine, including all visible portions of wire and cable insulation.	229.25(b)	30
82	Maintenance Laborer (QP)	Fire Suppression	Check the fire extinguishers in the operator's cab for condition, attachment, tag expiration date and the pin seal.		30
83	Maintenance Laborer (QP)	Fire Suppression	Check the pressure gauges on both low pressure extinguishing agent tanks. Check that the extinguishing agent tank and the valve at the low pressure extinguishing agent tank are firmly seated. Check the pressure gauges on the distributor blocks.		30
84	Maintenance Technician (QMP)	Ground Straps	Perform a general visual inspection of the roof of the entire vehicle for condition, damage, connections and missing or loose parts. Check the condition and proper attachment of the ground straps.		30
85	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the liquefier and its weather protection grill for dirt, damage and corrosion. Replace the mixed air filter. Clean the evaporator fins and coils.		30
86	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the liquefier and its weather protection grill for dirt, damage and corrosion. Replace the mixed air filter. Clean the evaporator fins and coils.		30
87	Maintenance Laborer (QP)	Passenger Doors	Check the general condition and functionality of the passenger doors.		30
88	Maintenance Laborer (QP)	Sliding Doors	Perform a visual inspection of the following: • The general condition of the closing unit; • The fireproof laminates in the sliding strips in the door wing must be present and the proper clearances between the laminates and the corresponding matching areas (must be 3 ± 1mm); • The air gap between the upper edge of the T-shaped web of the floor guide and the U-shaped sliding strip at the door wing (must be 3 ± 1mm); • The rubber profile of the door edge must sit cleanly in the closing edge profile. ; • The floor guide must be free of damage such as grooves and burrs		30
89	Maintenance Laborer (QP)	Windows	Check that the sliding windows move freely and lubricate if necessary.		30
90	Maintenance Technician (QMP)	Air Compressor	Clean the intake filter housing and replace the intake filter.		30
91	Maintenance Technician (QMP)	Air Reservoir, 150L	Perform external inspection for damage; drain the water from all the tanks.		30
92	Maintenance Technician (QMP)	Air Reservoir, 50L	Perform external inspection for damage; drain the water from all the tanks in the drive compartments.		30
93	Maintenance Technician (QMP)	Air Reservoir, 60L	Perform external inspection for damage; drain the water from all tanks.		30
94	Maintenance Technician (QMP)	Automatic Coupler	Check the condition of the centering device drain hole. Unblock as necessary. Lubricate the following items: • The rear side of the blade rod.; • The coupling eye and jaw.; • The lower shell sleeve mounting holes.; • The main bearing bolts.		30
95	Maintenance Technician (QMP)	Automatic Coupler	Check the draw springs in the coupling head for breakage and check the exposed surfaces of the coupler for corrosion protection. Re-apply anti-corrosion finish as necessary. Check for free movement of all mechanical components and the condition and attachment of the deformation tube. Perform a rough cleaning of the coupler head using compressed air, a brush and a cloth. Clean the mouthpiece and sealing ring using oil-free compressed air and a grease-free cloth.		30
96	Maintenance Technician (QMP)	Brake System	Check the following: • The condition and wear of the brake pads. ; • The condition and attachment of the brake discs (cracks and surface damage).; • Metallic deposits on the track brake link magnets; remove as needed.; • The link magnets for wear.		30
97	Maintenance Technician (QMP)	Car Body	General visual inspection of the underside of the entire vehicle for condition, damage, connections, missing or loose parts. Check the condition of the fuel tank and the condition of the obstacle deflector and its mounts.		30

98	Maintenance Technician (QMP)	Diesel Engine	Check the condition of the two exhaust systems on the roof: • The condition of the damper elements (4 pieces); • Check for water discharge from either unit; • The condition of the grounding cables.		30
99	Maintenance Technician (QMP)	Diesel Engine	Check the condition the intake and exhaust manifold piping and attachment.		30
100	Maintenance Technician (QMP)	Diesel Engine	Check the condition and tension of the v-ribbed fan drive belt.		30
101	Maintenance Technician (QMP)	Diesel Engine	Clean the housing (inside) and replace the filter inserts (inside and outside). Service air intake filter.		30
102	Maintenance Technician (QMP)	Diesel Engine	Change the engine oil and full flow filter and check for leaks.		30
103	Maintenance Technician (QMP)	Diesel Engine	Check the condition of the turbocharger including mounting bolts, oil and coolant line connections and waste gate actuator and linkage.		30
104	Maintenance Technician (QMP)	Diesel Engine	Replace the service rotor of the engine oil centrifugal filter		30
105	Maintenance Technician (QMP)	Diesel Engine	Change the fuel filter cartridge and clean the filter housing if necessary.		30
106	Maintenance Technician (QMP)	Diesel Engine	Perform an engine coolant SCA and freeze protection test.		30
107	Maintenance Laborer (QP)	Diesel Engine	Obtain a sample of engine oil for analysis.		30
108	Maintenance Technician (QMP)	External Surfaces / Covers	Check the outer body and cover elements for damage (paint damage, dents, cracks).		30
109	Maintenance Technician (QMP)	Gearbox	Perform a visual and a condition inspection of the attachment of the motor and gearbox to the truck and inspection of the wedge-type rubber pads of the quill shafts - axial couplings. Check the gearbox oil level.		30
110	Maintenance Technician (QMP)	Ground Cable	Inspect the condition of the attachment of the gas shock absorbers and the ground cables.		30
111	Maintenance Technician (QMP)	Sanding Unit	Check the condition, attachment and alignment of the sand discharge tubes.		30
112	Maintenance Technician (QMP)	Tachometer	Check the condition of the tachometer housings for damage and deformation.		30
113	Maintenance Technician (QMP)	Truck	Inspect the condition of the stabilizer for damage or deformation.		30
114	Maintenance Technician (QMP)	Wheel Flange Lubricator	Check the supply of liquid grease and add as required.		30
115	Maintenance Technician (QMP)	Batteries	Check and add liquid to the battery system as needed. Inspect the battery box for damage and leakage. Check and clean the battery connections.	229	92
116	Maintenance Technician (QMP)	Batteries	Check and record the voltage readings for each car battery.		92
117	Maintenance Technician (QMP)	Brake System	Check the track brake electrical cables for damage.		92
118	Maintenance Technician (QMP)	Brake System	Check the condition of the braking resistor and cable connections.		92
119	Maintenance Technician (QMP)	Compact Converter	Check the condition and attachment of the converter ground cable.		92
120	Maintenance Laborer (QP)	Decals	Inspect the emergency access decals on the roof of the cars. Replace if needed.	238	92
121	Maintenance Technician (QMP)	Electrical	Inspect all MU Connections between cars and test for continuity.	229	92
122	Maintenance Technician (QMP)	Electrical	Inspect all electrical devices and visible insulation.	229.25(b)	92
123	Maintenance Technician (QMP)	Event Recorder	Inspect and test the event recorder with the instructions from the manufacturer. The results of the test are to be recorded and placed on file.	229.27(d)1	92
124	Maintenance Laborer (QP)	Fire Suppression	Check the silicon caps on the extinguishing nozzles to make sure they fit tightly.		92
125	Maintenance Technician (QMP)	Ground Cable	Check the condition and proper attachment of the ground cables.		92
126	Maintenance Technician (QMP)	Ground Straps	Check the condition and proper attachment of the ground straps.		92
127	Maintenance Laborer (QP)	Lighting	Check the adjustment of the head lights.		92
128	Maintenance Technician (QMP)	Master Controller	Check the condition and cleanliness of the switching lever. Clean if necessary.		92
129	Maintenance Laborer (QP)	Operator's Seat	Check the general condition and function of the seat adjustments and mounting.		92
130	Maintenance Laborer (QP)	Panel	Check the condition of the cabinets at the passenger doors. Clean if necessary.		92
131	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the general condition of the refrigeration circuit components.		92
132	Maintenance Technician (QMP)	Passenger Doors	Perform a functional test of the interior passenger manual door release.		92
133	Maintenance Laborer (QP)	Passenger Doors	Check the warning tone encoder.		92
134	Maintenance Technician (QMP)	Passenger Doors	Check the emergency actuation outside (v = 0).	238.307(d)	92
135	Maintenance Technician (QMP)	Passenger Doors	Check the emergency actuation outside (v > 5kph).	238.307(d)	92
136	Maintenance Technician (QMP)	Passenger Doors	Check the emergency actuation inside(v = 0).	238.307(d)	92
137	Maintenance Technician (QMP)	Passenger Doors	Check the emergency actuation inside(v > 5kph)).	238.307(d)	92
138	Maintenance Laborer (QP)	Passenger Doors	Check the opening and closing times.		92
139	Maintenance Laborer (QP)	Passenger Doors	Check all the fastening screws have been tightened firmly to the specified torque including: • The locking clips of the rollers. • The locking screws of the bolt bearings ; • The attachment of the tension arm.		92
140	Maintenance Laborer (QP)	Passenger Doors	Check the following: • The condition of the contact strip in the right hand door wing. • The function of the reversing device. ; • The opening and closing times ; • The function of the light beams.		92
141	Maintenance Laborer (QP)	Sliding Doors	Perform a functional test of the sliding door.		92
142	Maintenance Technician (QMP)	Speedometer	Check the speed indicators on both ends.	229	92
143	Maintenance Technician (QMP)	Windows	Inspect and test the emergency window exits at all four positions as per FRA Emergency Order #20.	239	92
144	Maintenance Technician (QMP)	Brake System	Check the condition of the braking resistor and cable connections.		92
145	Maintenance Technician (QMP)	Air Compressor	Perform an orifice test.		92
146	Maintenance Technician (QMP)	Air Compressor	Check the safety valve function: • Press and release the "Compressor direct" pushbutton. ; • Monitor main reservoir pressure until the safety valve blows off. ; • Actuation pressure must fall between 10.8 and 11.0 bar. ; • Press and release the "Compressor direct" pushbutton. ; • Reduce main pressure reservoir pressure to a value less than 10.8 bar.		92
147	Maintenance Technician (QMP)	Air Compressor	Depress the air compressor manual override switch in the operators cab and ensure that main reservoir pressure builds in excess of 140 psi.	238.303(e)17	92
148	Maintenance Technician (QMP)	Air Dryer	Check the operating cycle of the individual air driers at the pressure gauge. Check the regeneration process; if the pressure does not drop to under 1 bar within 30 seconds, then the desiccant must be replaced. Replace desiccant.		92
149	Maintenance Technician (QMP)	Air Pressure Gauge	Test the air gauge in each operating cab by comparison with measurements taken at each EP Compact using a calibrated test gauge. • TP .16 = BCP; • TP .14 = MRP	229.25(a)	92
150	Maintenance Technician (QMP)	Anticlimber	Check the absorption elements for damage.		92
151	Maintenance Technician (QMP)	Brake System	Check the clearance of the brake pads with respect to the brake disc.		92
152	Maintenance Technician (QMP)	Brake System	Check the brake discs for wear; check for hollowing out and wear at an angle.		92
153	Maintenance Laborer (QP)	Diesel Engine	Inspect and test the emergency fuel shut-off on both sides of the car.		92
154	Maintenance Technician (QMP)	Diesel Engine	Inspect and test all the automatic controls, alarms, and protective devices.	229	92
155	Maintenance Laborer (QP)	Diesel Engine	Check the condition of the engine compartment. Clean if necessary.		92
156	Maintenance Technician (QMP)	Main Fuel Tank	Check the tank ventilation valve for dirt and proper functioning.		92
157	Maintenance Technician (QMP)	Roll Stabilizer	Check the condition and attachment of all four anti-pitch devices at the motor truck.		92



158	Maintenance Technician (QMP)	Running Gear	Check that all mechanical systems and components of the equipment are free of all the following general conditions that endanger the safety of the crew, passengers, or equipment: • A continuous accumulation of oil or grease.; • Improper functioning of a component.; • A crack, break, excessive wear, structural defect, or weakness of a component.; • A leak.; • Insecure attachment of a component.	238.307(c)10	92
159	Maintenance Technician (QMP)	Traction Motor	Inspect the traction motor for external damage (such as impacts from stones). Check the motor cables and the screws on the outside to ensure they are done up tightly.		92
160	Maintenance Technician (QMP)	Truck	Check that the four safety cables per truck are attached correctly and that the cable elements are not damaged.	238.307(c)8	92
161	Maintenance Technician (QMP)	Truck	Check the elements (lemniscates, longitudinal rod, swivel pin attachment) and the buffers for damage and secure attachment.		92
162	Maintenance Technician (QMP)	Truck	Check the condition of the rubbing plate (white plastic) and supporting holder.		92
163	Maintenance Technician (QMP)	Wheel Flange Lubricator	Check the cleanliness of the spray areas. Clean if necessary.		92
164	Maintenance Technician (QMP)	Wheels	Check the distances between the backs of the wheels (inner distance).		92
165	Maintenance Technician (QMP)	Cab Form	Update cab car items 1, 2, 3, 4, 5, 6, and 7 on the Blue Form F6180-49a.	229	92
166	Maintenance Laborer (QP)	Fire Suppression	Check the condition and pressure of the fire extinguishers. Check the extinguishing agent pipes, nozzles, detection hose, and screw fittings to make sure they fit tightly. Check the extinguishing agent.		184
167	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the condition and attachment of the electrical connections to the units and the unit connections to the vehicle.		184
168	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the condition and attachment of the electrical connections to the units and the unit connections to the vehicle.		184
169	Maintenance Technician (QMP)	Traction Motor	Clean the air outlet openings.		184
170	Maintenance Technician (QMP)	Air Compressor	Check fastenings and electrical connections. Check the intercooler radiator condition and clean if necessary. Clean the compressor silencer.		184
171	Maintenance Technician (QMP)	Diesel Engine	Check the valve clearance when the engine is cold. Adjust as necessary.		184
172	Maintenance Technician (QMP)	Hydraulic System	Check the condition of the intercooler and radiator. Clean if necessary.		184
173	Maintenance Technician (QMP)	Truck	Check the condition of the rubber-metal bearings; measure any cracks with a measuring stick (max depth = 15 mm).		184
174	Maintenance Technician (QMP)	Truck	Check the setting of the pneumatic suspension against the display on each truck. Check the condition of the level valves and rods.		184
175	Maintenance Technician (QMP)	Truck	Check the elements (driving mechanism, longitudinal rod, coupling) for damage and secure attachment. Check the condition of the two locking cables.	238.307(c)8	184
176	Maintenance Technician (QMP)	Truck	Inspect the center casting for cracks.	238.307(c)9	184
177	Maintenance Technician (QMP)	Wheel Flange Lubricator	Check the adjustment of the spray nozzle and its spray pattern.		184
178	Maintenance Technician (QMP)	Automatic Coupler	Perform a thorough cleaning and visual inspection checking for damage. Check the hose connections for porosity. Touch up the paintwork of all parts (protection against corrosion). Check all parts carrying compressed air for leaks.		368
179	Maintenance Laborer (QP)	Fire Suppression	Replace the ILP valve membrane.		368
180	Maintenance Technician (QMP)	Generator	Check the condition and attachment of the electrical cable connections at the generators.		368
181	Maintenance Technician (QMP)	Ground Brushes	Check the condition of the contact disc and look for wear of the carbon brush.		368
182	Maintenance Laborer (QP)	Lighting	Check the condition of the reflectors and lamp lenses.		368
183	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the condition of the refrigerant in the sight glass with the unit in operation.		368
184	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the thermal contact (fresh air fan), temperature limiter, heating registers, thermal monitor heating registers, NTC temperature sensors fresh air and NTC temperature sensors outside air for dirt, proper seating, damage and corrosion.		368
185	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the condenser and its weather protection grill for dirt, damage and corrosion.		368
186	Maintenance Laborer (QP)	Operator Compartment HVAC	Perform a visual inspection of the following: • The external / circulating air flap for dirt; • The air flap actuator sliding bearings for wear; • The condenser weather protection grille in the housing cover for dirt and damage; • The condenser for dirt and damage; • The air handling section of the unit for dirt and damage; • The air heating coils for dirt and damage; • The heater temperature limiter, including remote sensors, for proper installation and the condition of the electrical connections and the condition of the capillary line between the switching head and remote sensors; • The heater temperature monitor of the air heating coils for external damage and the condition of its electrical connections.		368
187	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the following items using the Rexon service software: • The air flow at the outlet openings to see if there is a corresponding increase in the volume of the air flow with a change in operating mode; • The drop in the channel temperature and signal inputs / feedback; • The operation of the power regulator solenoid valve; • The air heating coils heating function (stages 1 + 2); • The function of the external / circulating air flap actuator; • The compressor for abnormal noises when in operation; • The compressor oil level monitoring function.		368
188	Maintenance Laborer (QP)	Operator Compartment HVAC	Visually check the condensate pan and drain for cleanliness. Turn the evaporator fans by hand and check for unusual running noises and free running. Visually inspect the evaporator from all sides for dirt, damage and corrosion.		368
189	Maintenance Laborer (QP)	Operator Compartment HVAC	Measure the current of the compressor oil sump heater (TB X11 4/5). Measured current must exceed 100 mA. Check the condition of all of the components in the control box.		368
190	Maintenance Laborer (QP)	Operator Compartment HVAC	Check the safety pressure monitor, liquefier fan and hot gas bypass valve for dirt, damage and corrosion. Visually inspect all compressor attachment elements. Check the condition of the vibration dampers (cracks, embrittlement).		368
191	Maintenance Laborer (QP)	Operator Compartment HVAC	Turn the condenser fans by hand and check for unusual running noises and free running. Visually inspect the condenser fan from all sides for dirt, damage and corrosion.		368
192	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the condition of the refrigerant in the sight glasses with the unit in operation.		368
193	Maintenance Laborer (QP)	Passenger Compartment HVAC	Measure the current of each compressor oil sump heater (K10 21/22 and k20 21/22). Measured current must exceed 100 mA.		368
194	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the condition of the control housing.		368
195	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the thermal contact (fresh air fan), temperature limiter, heating registers, thermal monitor heating registers, NTC temperature sensors fresh air and NTC temperature sensors outside air for dirt, proper seating, damage and corrosion.		368
196	Maintenance Laborer (QP)	Passenger Compartment HVAC	Perform a visual inspection of the following: • The external / circulating air flap for dirt; • The air flap actuator sliding bearings for wear; • The condenser weather protection grille in the housing cover for dirt and damage; • The condenser for dirt and damage; • The air handling section of the unit for dirt and damage; • The air heating coils for dirt and damage; • The heater temperature limiter, including remote sensors, for proper installation and the condition of the electrical connections and the condition of the capillary line between the switching head and remote sensors; • The heater temperature monitor of the air heating coils for external damage and the condition of its electrical connections.		368

197	Maintenance Laborer (QP)	Passenger Compartment HVAC	Check the following items using the Rexxon service software: • The air flow at the outlet openings to see if there is a corresponding increase in the volume of the air flow with a change in operating mode.; • The drop in the channel temperature and signal inputs / feedback.; • The operation of the power regulator solenoid valve.; • The air heating coils heating function (stages 1 + 2); • The function of the external / circulating air flap actuator; • The compressor for abnormal noises when in operation.; • The compressor oil level monitoring function.		368
198	Maintenance Laborer (QP)	Passenger Doors	Check the crown gear of the claw-type coupling for wear.		368
199	Maintenance Laborer (QP)	Passenger Doors	Perform a function check of the trailing cables and visual inspection of the electrical connections. Clean and grease the telescopic support rails with the door wing in the open position.		368
200	Maintenance Laborer (QP)	Passenger Doors	Clean the lower guide rail and the seals running around the doors.		368
201	Maintenance Laborer (QP)	Sliding Doors	Clean and lubricate the guide rod, running track and rollers.		368
202	Maintenance Laborer (QP)	Sliding Doors	Clean the air filter element at the control panel and check the bearing clearance of the carriage.		368
203	Maintenance Laborer (QP)	Sliding Doors	Perform a functional test of the sliding door. Check the running behavior of the door with regard to locking, moving times and unusual noises, measure the opening and closing pressures. Check the reversing behavior of the door (< 134N). Check the general condition of the door, including fastener tightness and condition. Check the emergency closing function of the door.		368
204	Maintenance Technician (QMP)	Air Compressor	Check the safety valves at the compressor, one valve per cylinder. Slightly open the knurled screw and allow to valve to blow off; then close it again.		368
205	Maintenance Technician (QMP)	Air Reservoir, All	Perform an external inspection of the reservoirs in accordance with EN-286-4 Annex G4.	229.31(d)	368
206	Maintenance Technician (QMP)	Automatic Coupler	Clean and dry the guide rods on which the electrical coupling slides back and forth. Check the draw springs in the coupling head for breakage. Measure the backlash clearance in the coupling. If the permissible clearance in the coupling has been exceeded, replace worn components as required.		368
207	Maintenance Technician (QMP)	Caliper with Spring Brake	Check the attachment of the unit to the truck. Check the braking pressure of the caliper unit with a measuring sensor. Actuate the emergency release to check that it runs freely.		368
208	Maintenance Technician (QMP)	Caliper without Spring Brake	Check the attachment of the unit to the truck. Check the braking pressure of the caliper unit with a measuring sensor.		368
209	Maintenance Technician (QMP)	Centrifugal Filter	Disassemble, clean and inspect the filter assemblies. Clean or replace the strainer element and reassemble using new O-rings following the manufacturer's documentation.	229.27(a)1	368
210	Maintenance Technician (QMP)	Compact Converter	Check the concentration of the coolant. Only drain the coolant after the engine has cooled down fully and fill the cooling system according to the details from the supplier.		368
211	Maintenance Technician (QMP)	Diesel Engine	Check the attachment and condition of the engine and generator mounting bearings.		368
212	Maintenance Technician (QMP)	Gearbox	Change gearbox oil.		368
213	Maintenance Technician (QMP)	Gearbox	Check the cleanliness of the gearboxes. Clean if necessary.		368
214	Maintenance Technician (QMP)	Hydraulic System	Check the general condition of the hydraulic system medium pressure filter.		368
215	Maintenance Technician (QMP)	Hydraulic System	Change the hydraulic oil and filters. Check the gearbox casings for leaks and damage.		368
216	Maintenance Technician (QMP)	Shock Absorbers	Check the condition of all the shock absorbers at the car body for damage and oil leaks.		368
217	Maintenance Technician (QMP)	Truck	Check the condition of the pneumatic suspension bellows and the rubber lamellar springs.		368
218	Maintenance Technician (QMP)	Truck	Check the condition of all the shock absorbers at the truck for damage and a loss of oil.		368
219	Maintenance Technician (QMP)	Wheels	Check the wheel profile including tread hollowing, flange width, flange height and wheel diameter with a profilometer. Inspect the wheel running surfaces for damage; the axes for paint and other damage and pressed in parts for cracks and corrosion. Check the distances between the backs of the wheels (inner distance).		368
220	Maintenance Technician (QMP)	Lemniscates	Thoroughly check the condition and attachment of the lemniscates and limiting buffers.		368
221	Maintenance Technician (QMP)	Air Reservoir, 150L	Perform an external inspection of the reservoirs in accordance with EN-286-4 Annex G4. Remove one reservoir of this type for detailed inspection and hydrostatic testing by the manufacturer.	229.31(d)1	736
222	Maintenance Laborer (QP)	Passenger Doors	Clean and regrease the following items: • The guide rail in the swiveling-in area of the drive.; • The lever guide roller at the drive / locking column.; • The running track of the cross-guide.; • The emergency actuation.; • The locking washer.; • The spindles.; • The running rollers of the support roller guide.; • The door lock.; • The locking rod guide rail.		736
223	Maintenance Technician (QMP)	Air Reservoir, 50L	Perform an external inspection of the reservoirs in accordance with EN-286-4 Annex G4. Remove one reservoir of this type for detailed inspection and hydrostatic testing by the manufacturer.	229.31(d)1	736
224	Maintenance Technician (QMP)	Air Reservoir, 60L	Perform an external inspection of the reservoirs in accordance with EN-286-4 Annex G4. Remove one reservoir of this type for detailed inspection and hydrostatic testing by the manufacturer.	229.31(d)1	736
225	Maintenance Technician (QMP)	Diesel Engine	Check the condition of the water pump(s) for any signs of fluid leakage.		1104
226	Maintenance Technician (QMP)	Air Dryer	Check the operating cycle of the individual air driers at the pressure gauge. Check the regeneration process.		1104
227	Maintenance Technician (QMP)	Brake System	Remove and replace all brake indicator units from the vehicle.	238	1104
228	Maintenance Technician (QMP)	Brake System	Remove and replace all EP Compact units from the vehicle.	238	1104
229	Maintenance Technician (QMP)	Caliper with Spring Brake	Remove and replace all of the brake caliper units.	238.309(d)	1104
230	Maintenance Technician (QMP)	Caliper without Spring Brake	Remove and replace all of the brake caliper units.	238.309(d)	1104
231	Maintenance Laborer (QP)	Diesel Engine	Check the concentration of the coolant. Replace the water filter if the concentration is not correct. Only drain the coolant when the engine has cooled down fully and fill the cooling system according to the details from the supplier.		1104
232	Maintenance Laborer (QP)	Diesel Engine	Flush the engine cooling system and replace the coolant.		1104
233	Maintenance Technician (QMP)	Truck	Remove each truck and perform an extensive inspection of all center castings.	238.307(c)9	1104

# TAB K.

## Conditioned Based Maintenance





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## FIRST TRANSIT PROPOSAL

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## CONDITIONED BASED MAINTENANCE

Tab K details our approach to Condition Based Maintenance (CBM), combined with reliability-centered maintenance to make effective maintenance decisions. First maps the performance of all assets, based on multiple criteria, to ensure that all maintenance actions are carried out effectively and efficiently to achieve optimum performance and improve overall system safety, reliability, and cost.

In this section we demonstrate how Condition Based Maintenance is applied, integrated and delivered through our maintenance approach for the equipment, facilities, stations, track, signaling, communications and PTC.

What DCTA Requires	Compliance	Evidence
DCTA expects the Contractor to develop and implement a Fleet Management and Equipment Maintenance Plan within a Conditioned Based Maintenance (CBM) Program.	✓	Our plans demonstrate the development, integration and implementation of CBM within our Fleet Management and Equipment Maintenance Plan.
The CBM shall cover all necessary elements of DCTA's Service Property, Rolling Stock and Equipment, and ensure high reliability and a high level of performance for the term of this Contract.	✓	Our plan demonstrates how we cover all necessary elements of DCTA's Service Property, Rolling Stock and Equipment. The maintenance plans developed include reliability reviews to ensure that the equipment retains high levels of reliability and our approach ensures high levels of performance through better scheduling of maintenance.
The Contractor shall comply in full with FRA requirements for maintenance.	✓	In developing our CBM approach to our maintenance plans, we ensure that we comply in full with FRA requirements for maintenance.
The following is not a comprehensive list of maintenance elements, but demonstrates many of the major maintenance elements that shall be maintained and complied with under the Contractor's CBM	✓	This Tab demonstrates implementation plans for each of the maintenance elements documented

What DCTA Requires	Compliance	Evidence
MoE: Wheel Replacement; COT&S; Generators; couplers; traction motor/gearbox; Electronics, MoW, Signals, Communications: Crossings, Switch Ties; Track; Crossties; Surfacing; Lining; Grinding		This Tab demonstrates implementation plans for each of the maintenance elements documented

## Approach to Conditioned Based Maintenance (CBM)

*The offeror shall explain their approach and implementation plan for Conditioned Based Maintenance (CBM).*

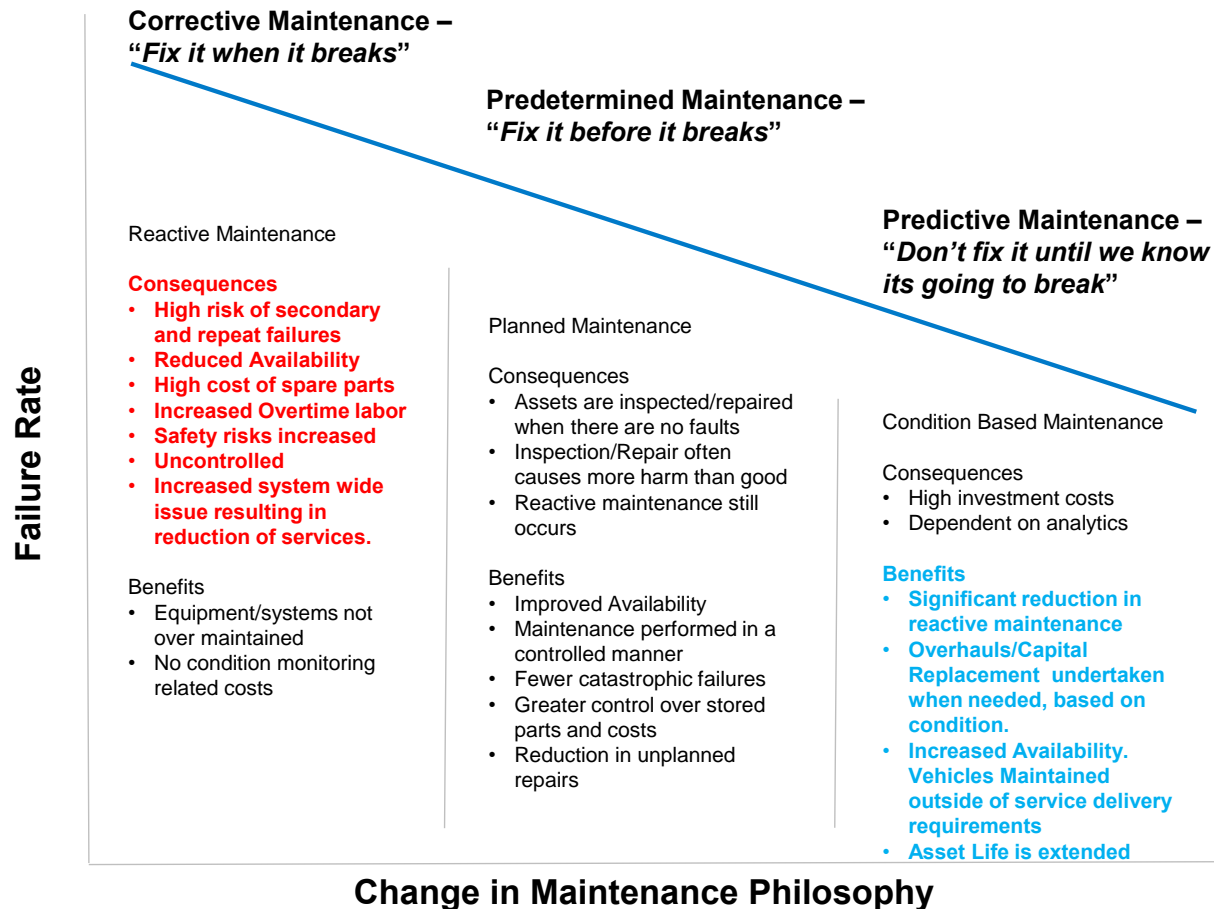
First has considerable experience in maintaining and managing DMU's, stations, facilities, and infrastructure. Through this experience we have developed a core knowledge base that we bring to bear in developing effective maintenance strategies and plans based on industry-leading techniques and best practices. Working with our partners, our experience and knowledge will be customized to achieve quality, safe maintenance of the DCTA A-train.

In the continually improving transit market, First is agile in our ability to meet the demand for improved, more reliable passenger rail services. We achieve this through increased availability and reliability of the key elements of a rail system:

- Vehicles
- Facilities
- Track and Right of Way
- Signals
- Communications
- PTC
- Stations

First's maintenance approach optimizes safety, availability, and reliability of each system and component we maintain across all functional areas. Our maintenance philosophy approach has evolved over time to continually reduce failure rates and ultimately provide better services to our clients, passengers, and the communities we serve.





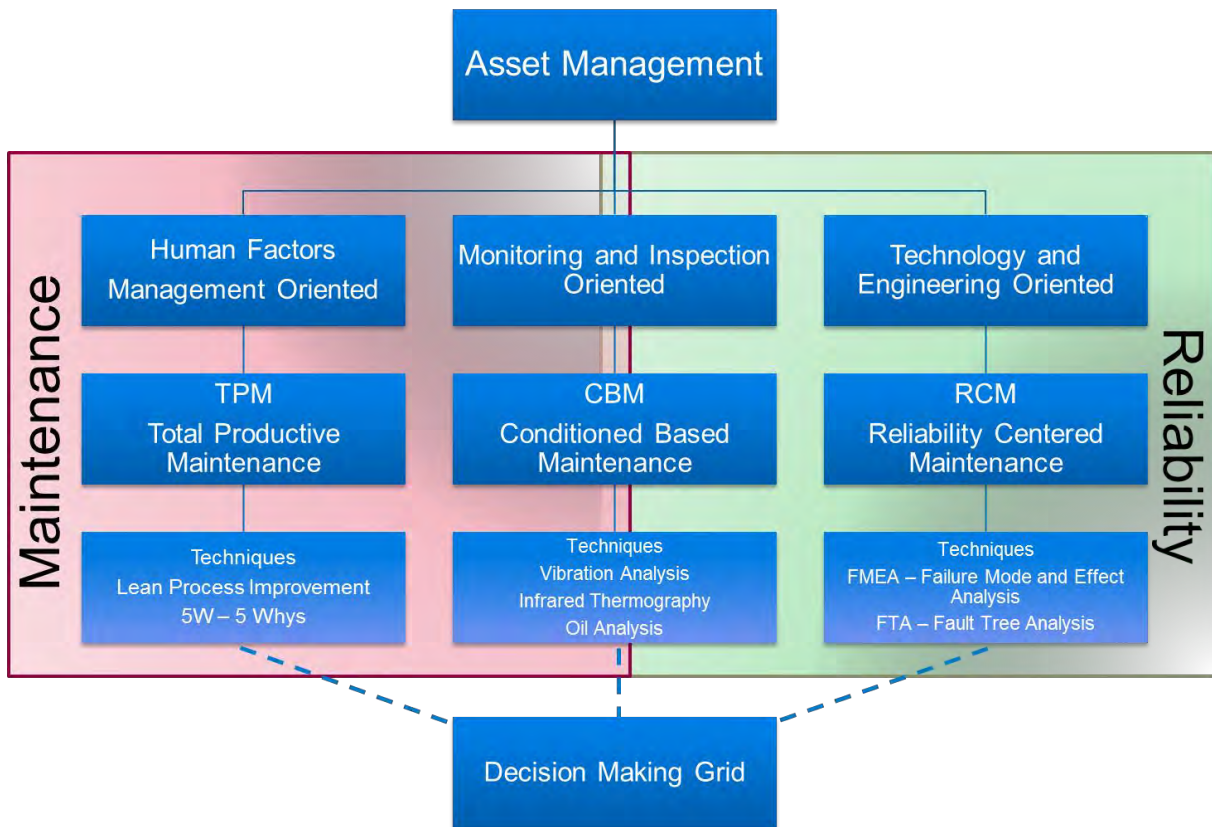
Our maintenance strategy is led by effective engineering and based on the principle of Life Cycle Maintenance (LCM). We utilize Condition Based Maintenance and Reliability Centered Maintenance, together with Lean maintenance practices and technology to ensure every decision made maximizes the performance and life expectancy of all assets. As further described in Tabs G, J, M, N, P, and depicted in the chart below, First provides comprehensive approaches and plans for the maintenance and reliability of the A-train system through applied LCM principles of asset management.

*First’s maintenance program will be optimized to meet the specific needs of A-train to increase asset reliability and availability, while providing cost-effective solutions.*



## BENEFITTING DCTA

As further described in Tabs G, J, M, N, P, and depicted in the chart below, First provides comprehensive approaches and plans for the maintenance and reliability of the A-train system through applied LCM principles of asset management.



## Condition Based Maintenance Approach for Denton A-train

CBM is a core part of First's LCM philosophy, which allows us to incorporate predictive maintenance into our preventive maintenance programs. CBM is a valuable addition to our comprehensive, LCM program as it can reduce the number of unexpected failures and provide a more reliable scheduling tool for routine preventive maintenance tasks.

First's approach provides regular monitoring of the actual mechanical and electrical condition of equipment and systems to maximize the interval between repairs and minimize the number and cost of unscheduled equipment repairs. CBM, in addition to our Lean maintenance program, increases availability of equipment while reducing the cost of maintenance.

For DCTA services, First's CBM approach is ideally suited to rail applications as it primarily uses nondestructive testing techniques, visual inspection, and performance data to assess the condition of the assets. We recognize the investment DCTA has made in the A-train system and will provide enhanced maintenance through appropriately timed inspections, effectively scheduled tasks and activities, and maintenance decisions based on the actual condition of the asset.



The implementation of First's CBM approach across all aspects of DCTA operation will include MOE, facilities, MOW and signals, which will provide DCTA the following benefits:

- A reduction in the number of component failures per month with a corresponding improvement in Mean Distance Between Failures (MDBF)
- An ability to better plan repairs reducing equipment and infrastructure downtime
- Provide extended life to critical components
- Advanced trend analysis for more intuitive maintenance activities

First's maintenance program will be optimized to meet the specific needs of A-train to increase asset reliability and availability, while providing cost-effective solutions. Condition Based Maintenance is also particularly efficient to determine the overhaul and program requirements. Key processes and tools utilized for CBM:

- Management and Business Culture
- Preventive Maintenance Integration
- Asset Management
- Fault Analysis
- Predictive Analytics
- Non-Destructive Testing (NDT)
  - Frequency and scope of oil and fluid sampling
  - Thermal imaging
  - Vibration Analysis
  - Ultrasonic leak detection
  - Track Geometry measuring systems
  - Railway Tie scanning
  - Wheel – Rail contact profiling
  - Track Circuit current monitoring





## *Management and Business Culture*

First's maintenance program is optimized through CBM in our development of a highly motivated, qualified and skilled workforce. First will ensure a successful implementation through our safety culture and change management accomplished by:

- Providing a safe working environment
- Encouraging learning organization through our training and qualification program
- Optimizing asset management and system maintenance
- Providing strong leadership and sharing best practice
- Setting SMART goals for staff accountability and performance
- Promoting effective, open communication
- Ensuring maintenance staff know their roles and responsibilities to achieve the highest standards

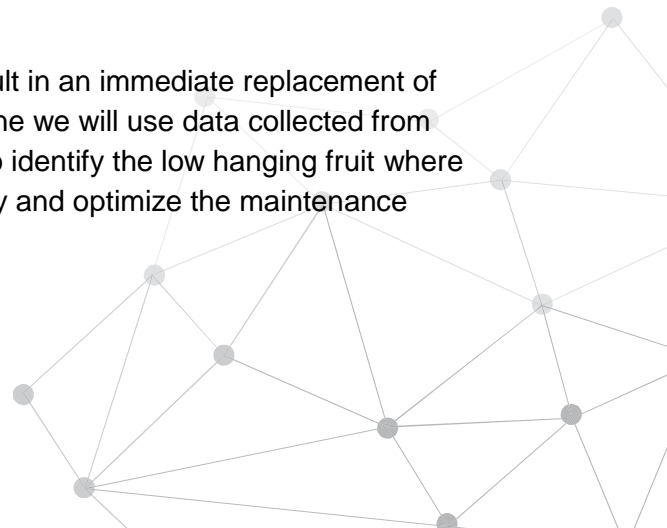
Our team for the DCTA A-train is critical for ensuring the successful implementation of our CBM approach. Led by Brian Carroll and Ricky Waynes, with oversight by Tom Tulley, General Manager, First will ensure that our maintenance personnel for equipment, facilities, track, signaling, communications and PTC have the knowledge and confidence to implement First's CBM program. Based on our established Lean maintenance practices, our staff are key to effectively identifying concerns, monitoring and maintaining assets, and preventing the escalation of minor defects into costly repairs.

As further described in this section, our maintenance personnel will provide First's CBM program through the use of fault trees and 5 why techniques to effectively identify asset problems and eliminate the root causes of errors. Our maintenance staff will work in teams with all functional areas to achieve continuous improvements to the DCTA A-train service and enhance our provision of reliable maintenance.

On a yearly basis, First will produce action plans as part of our ISO 9001 quality system requirements to continually improve the way we deliver the operation and maintenance of the Denton A-train. Progress against the agreed Goals and KPI's discussed in Tab E will be displayed visually at key locations.

## *Preventive Maintenance Integration*

The roll out of CBM for the A-train Maintenance will not result in an immediate replacement of the existing preventive maintenance programs. From day one we will use data collected from the joint asset inspections undertaken during mobilization to identify the low hanging fruit where we can obtain immediate results to improve safety, reliability and optimize the maintenance program.



Key to our LCM strategy will be implementing a condition based maintenance program that focuses maintenance activities on what needs to be fixed and avoiding introducing new failure modes by “fixing what is not broken.”

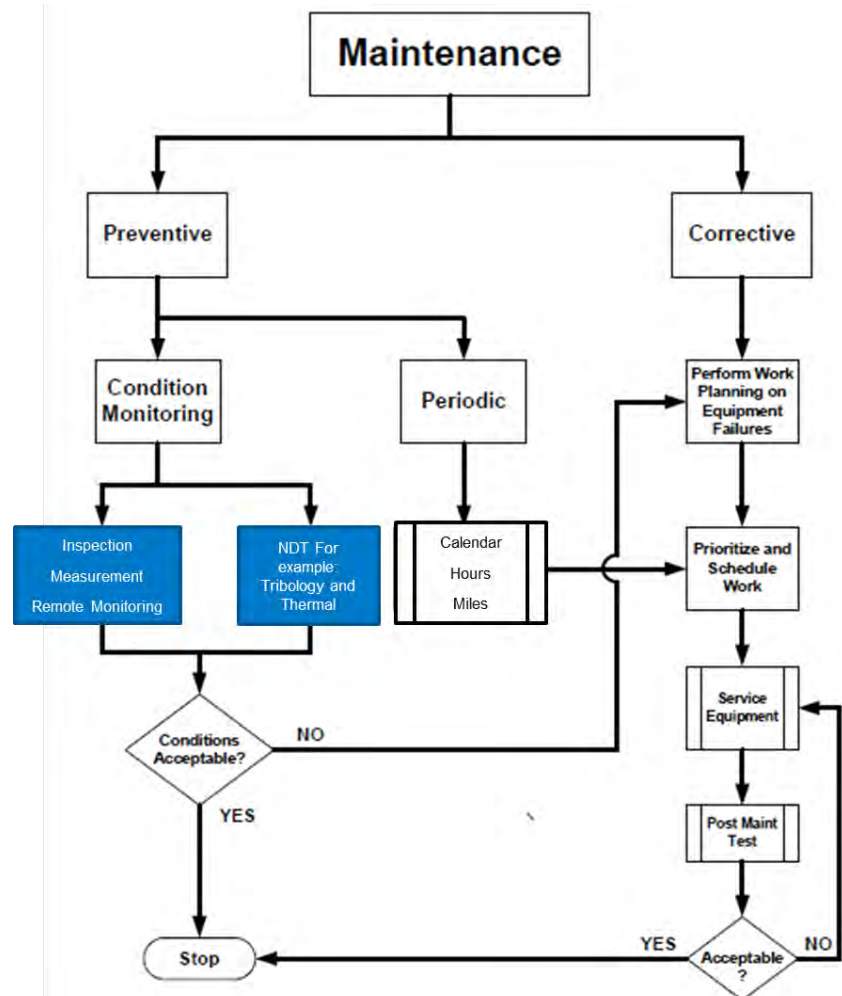
This will ensure that we are able to implement the existing maintenance programs for the A-train system assets and ensure service continuity and deliver a fast response to unexpected failures. The diagram below describes how CBM will be integrated to both improve and compliment the more traditional maintenance practice utilized to maintain a commuter rail system.

## Asset Management

In order to improve the effectiveness of maintenance regimes, it is important to understand how assets fail, and the effects of failures. First will ensure that maintenance records, performance and failure data is:

- Accurate and helps to identify root causes of failure
- Structured so that it can be easily used to support continual improvement and develop maintenance activities

Our asset management systems, further discussed in Tab G, enables us to achieve these requirements.



## Fault Analysis

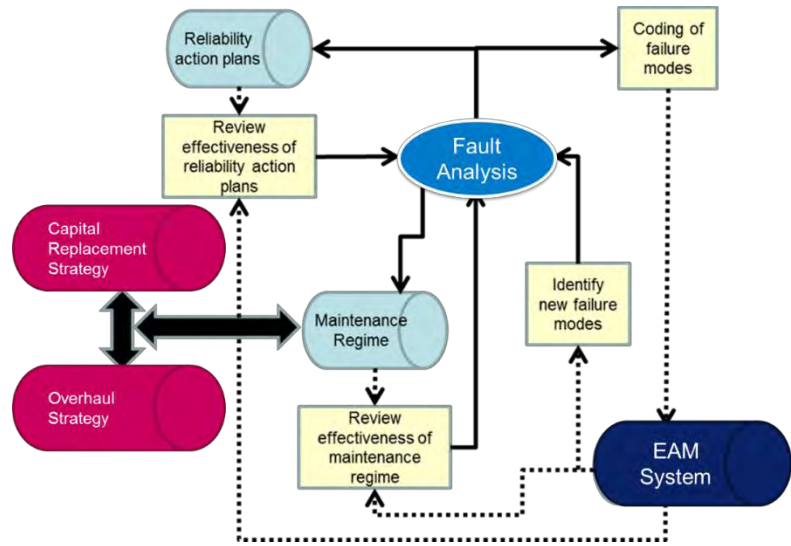
First will review performance and maintenance data to identify failure modes as detailed in the diagram below.

First utilizes a streamlined Reliability Centered Maintenance (RCM) process to analyze faults and failure modes to determine what action needs to be put in place to prevent reoccurrence. An example of some of the tools we utilize are:

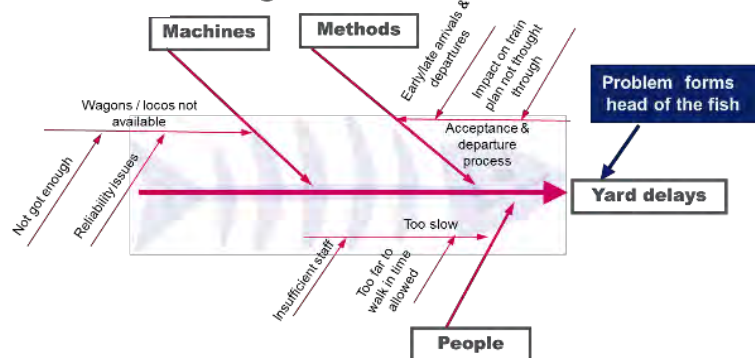
- Failure Modes and Effect Analysis
- Ishikawa/Fishbone Diagrams
- Fault Tree and 5 Whys

Though RCM First analysis failure modes and effects and determines what mitigation/corrective action needs to be put to prevent a reoccurrence by asking the following questions:

- Can the failure mode be cost effectively be addressed by maintenance? If not what design changes are required?
- What type of maintenance needs to be put in place (CMB, Planned, etc.)?
- What is the criticality of the failure? Can the failure be tolerated? Can it run to failure?



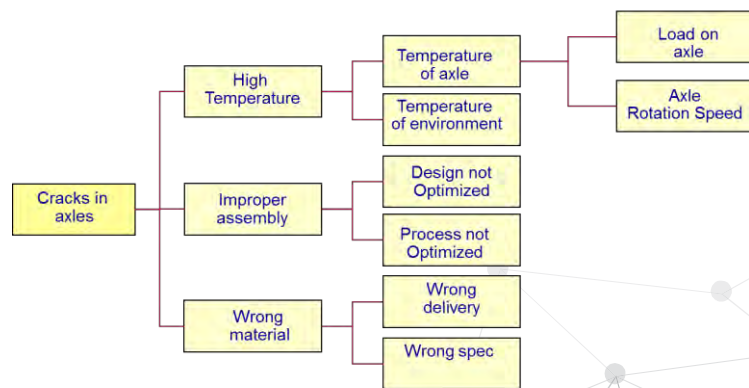
## Cause-and-Effect Diagram Features



Why 1

Why 2

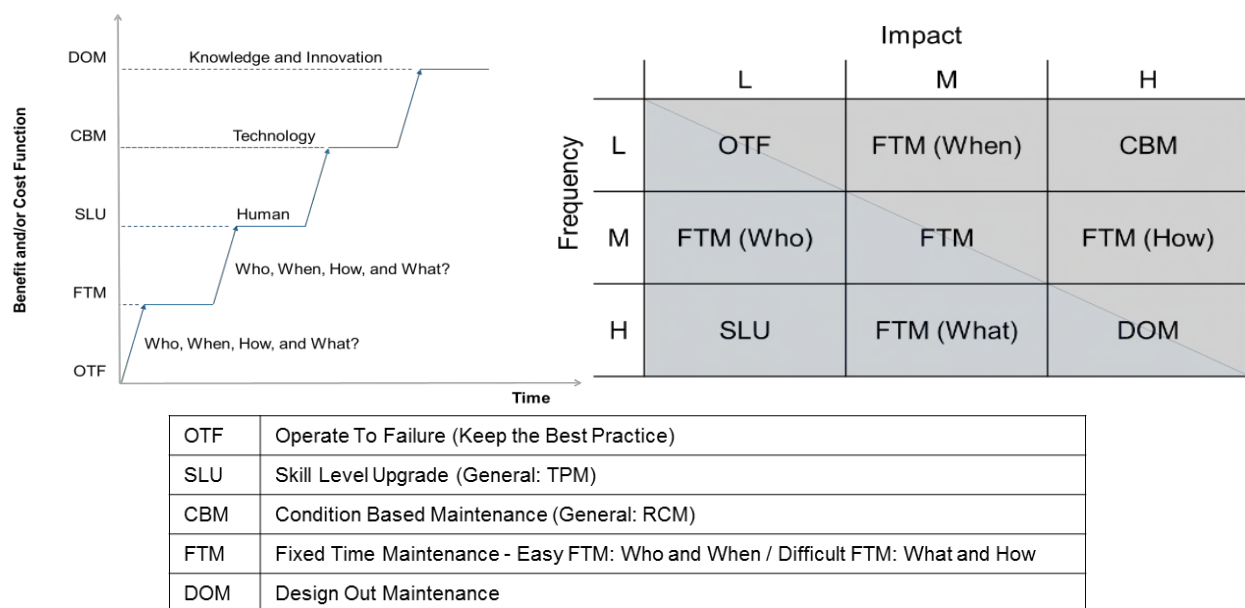
Why 3



5 Whys and Fault Tree

## DECISION MAKING

In this decision logic phase, the cost effectiveness of periodic maintenance and predictive technologies appropriate to address the failure mode of interest are evaluated. It is this part of the RCM process that ensures a balanced mix of periodic and condition based maintenance. An optimal balance between Preventative Maintenance (PM), Predictive Maintenance (PdM) and Corrective Maintenance (CM) is achieved through the rigorous process of establishing what equipment and systems are critical to the safe operation of the A-train.



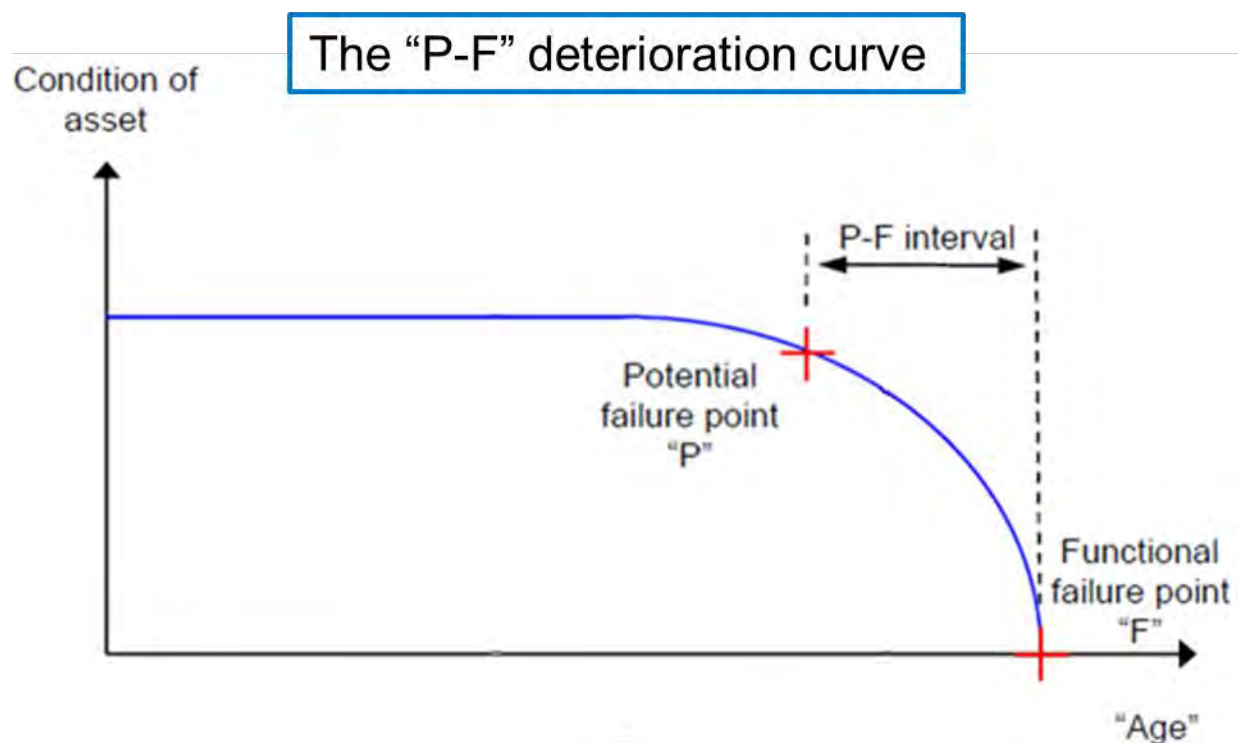
This streamlined RCM process enables First to optimize the A-train Maintenance plan through the introduction of data focused maintenance. While most failure modes can be addressed through CBM, preventive and corrective maintenance First recognizes that not every failure mode needs to be or can be addressed by a maintenance-based solution. If a maintenance action addressing a significant failure mode is not available or is not cost effective, and the failure cannot be tolerated, then a design modification will be developed and recommended to DCTA. If the failure can be tolerated, then a run-to-failure strategy will be implemented as long as it is acceptable and will not relate in a safety issue or catastrophic failure.

In summary, first approach to fault analysis and maintenance optimization through the implementation of RCM addresses two issues:

- Is the equipment/systems important to the safe delivery of the A-train Service?
- What cost effective periodic and condition based maintenance can eliminate or significantly reduce the probability of occurrence of the failure modes that impact the safety and performance of the A-train?

## Predictive Analytics Program

The frequency of any form of condition-based maintenance is based on the fact that most failures do not occur instantaneously, and that it is often possible to detect the fact that the failure is occurring during the final stages of deterioration. If evidence can be found that something is in the final stages of a failure, it enables action to be taken to prevent it from failing completely and/or to avoid the consequences. The figure below describes this general process in more detail showing how a failure starts and deteriorates to the point at which it can be detected and addressed.



Taking fault analysis and decision making to the next level First uses condition monitoring to identify when a component of system is reaching the final stage of failure and through the use of Predictive Analytics technology reduce failures. This predictive analytics then feeds into our condition based maintenance programs. This technology has already been implemented at other First locations. Our analytics focuses on identifying problems before they impact on our ability to meet the service delivery requirements. Our predictive analytics program is split into two areas:

- Reducing Repeat Failures
- Remote Condition Monitoring

## REDUCING REPEAT FAILURES

First recognizes that remote condition monitoring and maintenance management systems are effective at collecting defects data, the difficulties for the maintenance organization is in translating this data into useful maintenance information. In particular, the ability to identify reported defects that required further investigation and to provide guidance, where practical as to underlying cause.

The absence of useful maintenance information of the type described above can result in a failure to identify many repeat defects, with the result that previously unsuccessful maintenance interventions are merely repeated on multiple occasions such that the same defect then recurred. This can be evidenced by large quantities of deferred defects, many of which are reported on multiple occasions.

First propose implementing our Repeat Defect Tracker for the A-train. Whilst we have used it previously exclusively with rolling stock, it is readily adaptable to assist in monitoring repeat defects with MoW and signaling as well as monitoring trends in safety reporting data.

At our Great Western Railway, we implemented this system to analyze the text description of defects to identify words and word strings with the same, or similar, meanings with a view to identifying potential repeat defects. This is a far more effective approach than a simple analysis of defect codes as coding is heavily influenced by the way in which symptoms are reported. Repeat defects are then highlighted to maintenance staff using a range of techniques, including graphical, Word Cloud and tabular, Our M&Q Manager, Brian Carroll will implement and develop the use of Data Alchemist to analyze defects, identify trends and repeat defects. This is an analytical tool developed within our existing rail operations which we have successfully used identify repeat defects and trends and implement mitigation to reduce. We will initially introduce it within MoE but progressively extend its use across all aspects of the operation including MoW, signals and safety reporting.



**OVERVIEW**

Whilst existing remote condition monitoring and maintenance management systems are effective at collecting defects data, the difficulties for the maintenance organization is in translating this data into useful maintenance information. In particular, the ability to identify reported defects that required further investigation and to provide guidance, where practical as to underlying cause.

**PROBLEM**

The absence of useful maintenance information of the type described above can result in a failure to identify many repeat defects, with the result that previously unsuccessful maintenance interventions are merely repeated on multiple occasions such that the same defect then recurred. This can be evidenced by large quantities of deferred defects, many of which are reported on multiple occasions.

**SOLUTION**

The first stage of deployment within Great Western Railway, was to introduce Repeat Defect Tracker. This system analyses the text description of defects to identify words and word strings with the same, or similar, meanings with a view to identifying potential repeat defects. This is a far more effective approach than a simple analysis of defect codes as coding is heavily influenced by the way in which symptoms are reported. Repeat defects are then highlighted to maintenance staff using a range of techniques, including graphical, Word Cloud and tabular.

**Date Alchemist Screenshot:**

The screenshot shows the 'Date Alchemist' web application. The top section displays a 'Word Cloud' of defect-related terms, with a red callout box pointing to the text 'Click here'. Below the word cloud, there is a table titled 'Repeat Defect Ninja' showing a list of defects. A red callout box points to a specific defect entry, stating 'Click on defect to display history below'. Another green callout box points to a link in the table, stating 'Click here to see more information on a defect'.



## Case Study – GWR Analysis of Defects – Data Alchemist



This system has proved successful within Great Western Railway resulting in a reduction in the number of repeat defects and consequently an improvement in overall reliability.

Facility	DMU Type	MDBF % Change	Reduction in Defects per Vehicle
Exeter	Class 142	25.7%	-33.33%
	Class 143	60.2%	-33.33%
	Class 153	3.8%	-33.33%
Saint Philips Marsh	Class 150	33.0%	-27.78%



A further development, building on the success of Repeat Defect Monitor, can be the creation of a system to analyze data downloaded remotely from an engine management system. This system includes the capability not only to provide a graphical display highlighting repeat defects, but also, using built in intelligence, to advise appropriate checks / repairs in response to common defects. Examples of both types of functionality from trains operated by our sister company Great Western Railway, are illustrated below.

### Current Faults - With History

	Fuel	LubeOil	Sensor	Speed	System
43009					
43027					
43030					
43070					
43190					

Information on this report can be found [here](#).

Fleet ID	Last Received	Message	Description	Action
43009	09:53	LO Run Up Speed (300)		
43027	08:45	HI P-Oil Filter Difference	Warning oil filter pressure differential high	Replace oil Filter
43030	10:29	AL Binary External 3	Warning water in fuel	Drain water separator and change prefilter
43070	07:31	LOLO ECU Power Supply Voltage	Warning ECU PSU voltage low 2nd stage	Check battery & System supply voltage.
43190	11:47	HI P-Oil Filter Difference	Warning oil filter pressure differential high	Replace oil Filter

## REMOTE CONDITION MONITORING

Assets which are properly maintained are important and enable First to deliver public transit services both safely and efficiently. This cutting edge remote condition monitoring technology predicts failures before they happen, saving time and money, and increasing the reliability of DCTA A-train.

### DMU Remote Condition Monitoring

We propose to undertake a trial of one A-train Stadler GTW DMU.

We would link vehicle data information comparison to work order history to predict failures before they occur. This would provide maintenance managers a proactive analysis to improve detection of vehicle maintenance issues.

- Data would be gathered to utilize and develop the analytics program
- Data is received from the vehicle and transmitted to a base station. The analytics program then compares the information to work order history to predict failures before they happen
- This program will give maintenance managers a dashboard that will communicate which vehicles will likely fail in order of severity

An example of real-time monitoring in practice is the use of equipment fitted to HST locomotives on Great Western, which monitor the engine management system and provide alerts of impending problems while the locomotives are in traffic. Similar equipment is fitted to the Class 180 DEMU fleet operated by Great Western Railway and Hull Trains which allows remote access to the train management system while the units are in service. This provides real-time data which allows the maintainer to make decisions on maintenance prior to a failure occurring. After completion of an 18 month trial we will present a business case for rolling this out across the A-train fleet.

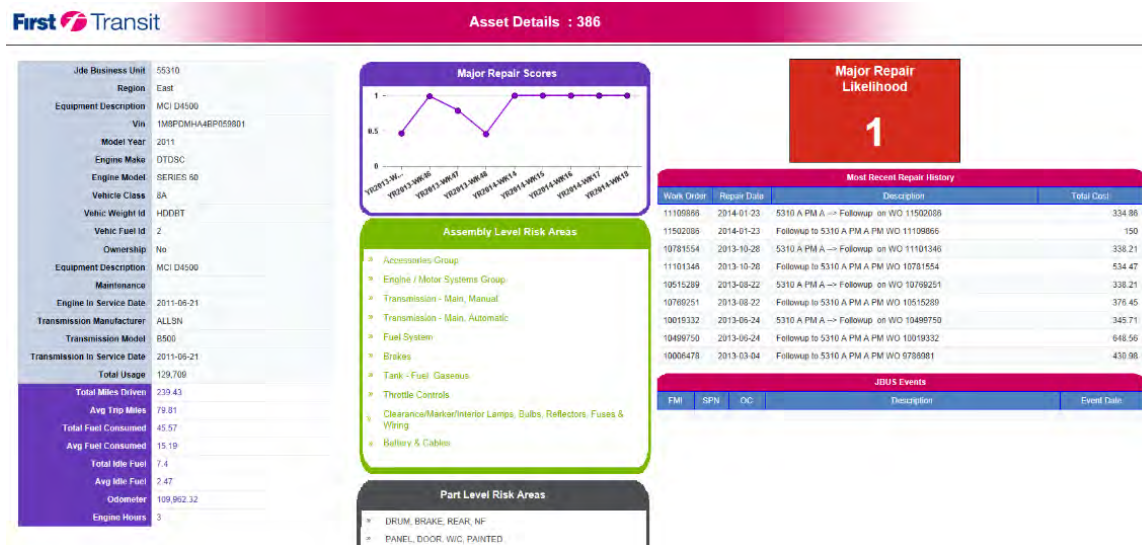
*First's Predictive Analytics Program predicts failures before they happen – saving time and money while increasing the reliability and safety of DCTA's valuable assets.*



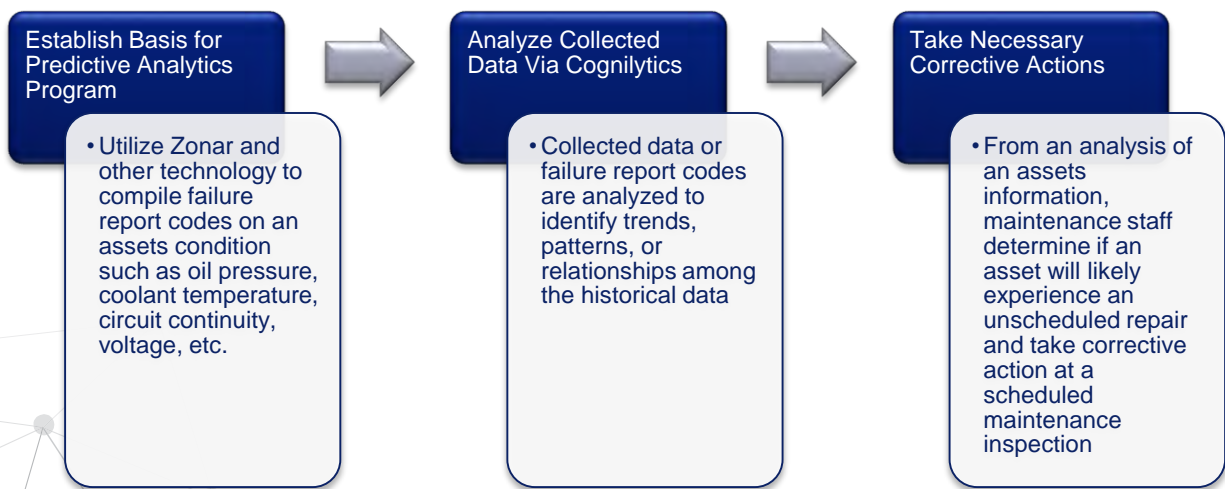
## BENEFITTING DCTA

## Signals Remote Condition Monitoring

Condition monitoring also has applications in Recently, CTC completed a signal system enhancement project for DCTA, which included the installation of their x-TCM, a track circuit monitor that records, analyzes and stores data in real time. We will work to develop and improve this technology and expands its capabilities to determine asset condition and utilize data to determine replacement intervals and maintenance intervention.



Our maintenance staff will utilize existing analytic programs to establish the basis for our Predictive Maintenance Analytics program, which is a model-based approach that examines the database information. The process for our technicians is outlined below:



## KEY BENEFITS OF PREDICTIVE MAINTENANCE ANALYTICS

Utilizing Predictive Maintenance Analytics, First will:

- Improve rolling stock, track, communications and signal reliability and reduce failures, improving on-time performance and passenger satisfaction
- Predict and prioritize all component failures before they happen in real time by gathering and analyzing thousands of data points
- Give the technician the opportunity to make the repair before it causes a failure while the equipment is in service (i.e., Moves a repair from unscheduled maintenance to scheduled maintenance)
- Make repairs before the failure becomes much more expensive
- Reduce train and RoW breakdowns and failures



## Non-Destructive Testing (NDT)

As part of our roll out of CBM within the first six (6) months of the contract will review what can be cost effectively implemented to deliver the performance requirements of the contract. Below we describe some to the key CBM tools we will implement.

### COMPONENT STRIP DOWN DURING REPAIR/OVERHAUL

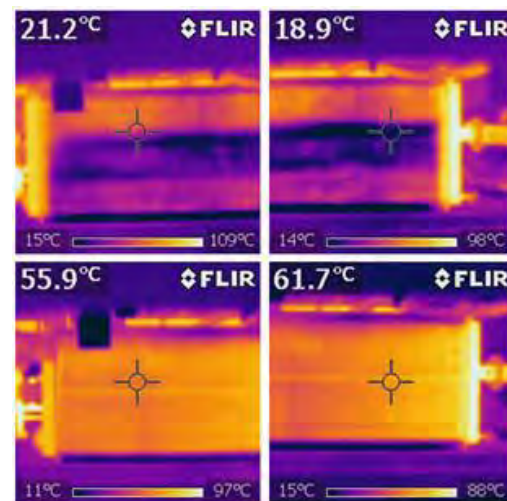
FirstGroup also acquires baseline equipment performance data, which is then normalized and used to determine standards for a particular fleet. As part of the exercise, in particular when a component is due its overhaul, the components is stripped down by a specialist who analyses the condition of each sub-component to ascertain its actual life. This has been successfully used for example in Hull Trains moving the life of a cardan shaft from 375,000 miles to 1,000,000 miles with considerable saving in maintenance time and cost. Whilst this example is rolling stock related the approach is equally applicable to MOW.

### MAINTENANCE INSPECTION MEASUREMENTS

Measurements are made during the equipment maintenance to inform the maintenance of particular components. For example the regular measuring and recording of wheel profiles allow the technician to predict when a wheelset will need truing or replacing so that the maintenance can be proactively planned rather than attended to reactively resulting in a vehicle not being in revenue earning service for an appreciable period.

### THERMAL IMAGING

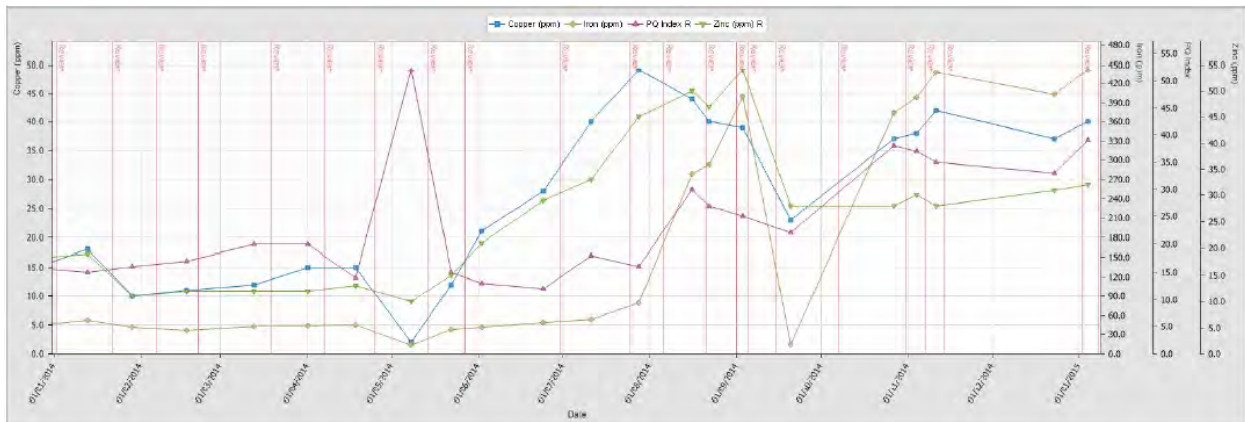
Thermal Imaging is used on our Class 165/166 DMU fleet to check the condition of the engine cooling radiators. It is possible to detect those radiators which are not cooling as efficiently as they should. Action can then be taken by either steam cleaning the external surfaces (as it is frequently found that the external surface becomes blocked with dirt reducing the efficiency and ultimately leading to vehicle failure) or arrange the change of the component. The technicians also measure the air flow across the radiators which also acts as a measure of the ability of the radiator to cool.





## OIL AND FLUID ANALYSIS

From day one, First will implement a program of oil and fluid analysis from various components (e.g. engines, radiators and gearboxes). First undertakes oil analysis on a regularly across all of our operations in UK. This data shows the composition in the oil and highlights any change in metal content which could indicate the failure of an internal component. The graph below is an example of the oil analysis trend for one such component. The lines represent different metals and the peaking could indicate the abnormal wear or imminent failure of an internal bearing for example.

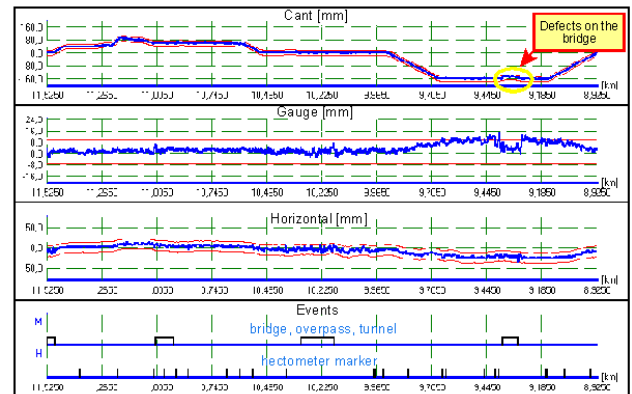


## ULTRASONIC RAIL TESTING

To minimize the probability of service defects (broken rails) occurring, thus minimizing the risk and cost of derailment Ultrasonic Rail Testing will be performed for in-service rail and prior to purchase of new rail. This rail flaw detection will be performed by a vehicle that can accurately detect the flaws noted in FRA Subpart F 213.237, AREMA's Chapter 4, and DCTA's CWR program. This will allow for proactive maintenance and component replacement before failures arise. For more details please refer to Tab M, MOW inspections.

## TRACK GEOMETRY CAR INSPECTION

To ensure we maintain an optimum wheel rail interface and ensure the continued safe operation of the A-train we will undertake measurements of the track alignment using a Track Geometry Inspection vehicle to comply with FRA Subpart F 213.234. This will allow for proactive maintenance and component replacement before failures arise. For more details please refer to Tab M, MOW inspections.



## AUTOMATED TIE TESTING

Automated crosstie evaluation systems work toward removing subjectivity and improving accuracy of crosstie inspections. To ensure we maintain crosstie integrity we will undertake the use of an automated inspection system that can detect rail seat abrasion as outlined in FRA CFR 213.234. This will allow for proactive maintenance and component replacement before failures arise. For more details please refer to Tab M, MOW inspections.



## UNMANNED AIRCRAFT SYSTEM (UAS) INSPECTION

Our partner RGPC has previously used an UAS in the event of emergency inspection to reach places impossible to reach with any other vehicle. Examples include Bridge Inspection and emergency inspections where there has been flooding. UAS inspection allows for pictures and video of areas well before access would be available. Gaining a clearer idea of what is needed before access is available could help with remediation times. We will work to understand how we can better utilize UAS inspections to move from reactive to more predictive/preventive maintenance activities.





## TRACK CIRCUIT MONITORING

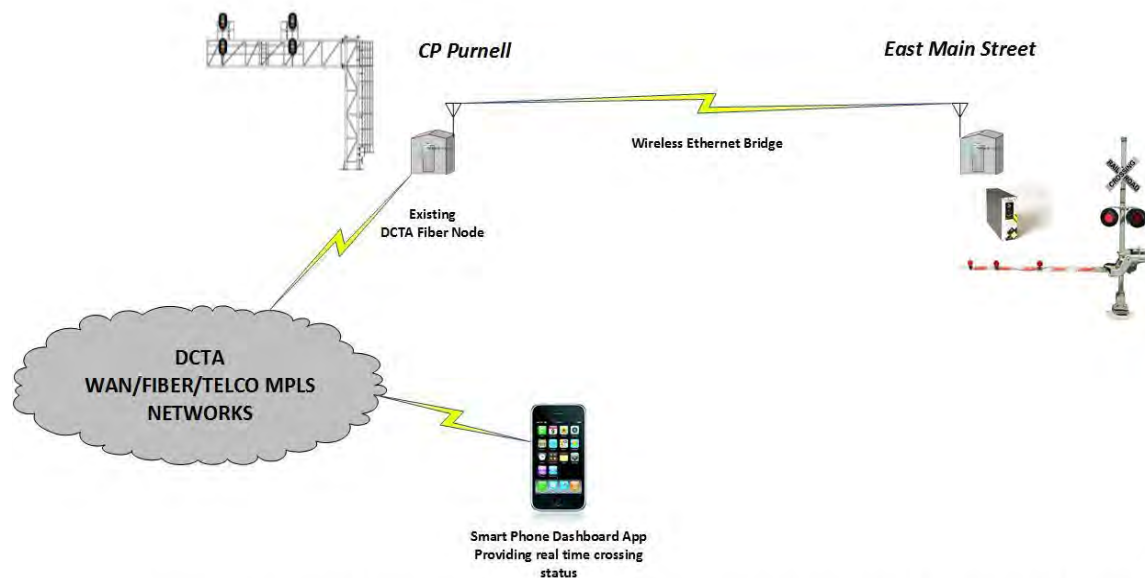
CTC's x-TCM product deployed on DCTA's signaling network will allow for predictive analysis of track circuit shunting sensitivity and digression in shunting. This analysis will allow for proactive maintenance and component replacement before failures arise.



## GRADE CROSSING PERFORMANCE MONITORING

Further utilizing the CTC x-TCM product deployed on the DCTA signaling network we will fit data recorders to allow for analysis of grade crossing performance to allow for predictive proactive maintenance and component replacement before failures arise.

### *DCTA Highway Grade Crossing Systems Data Recorders*

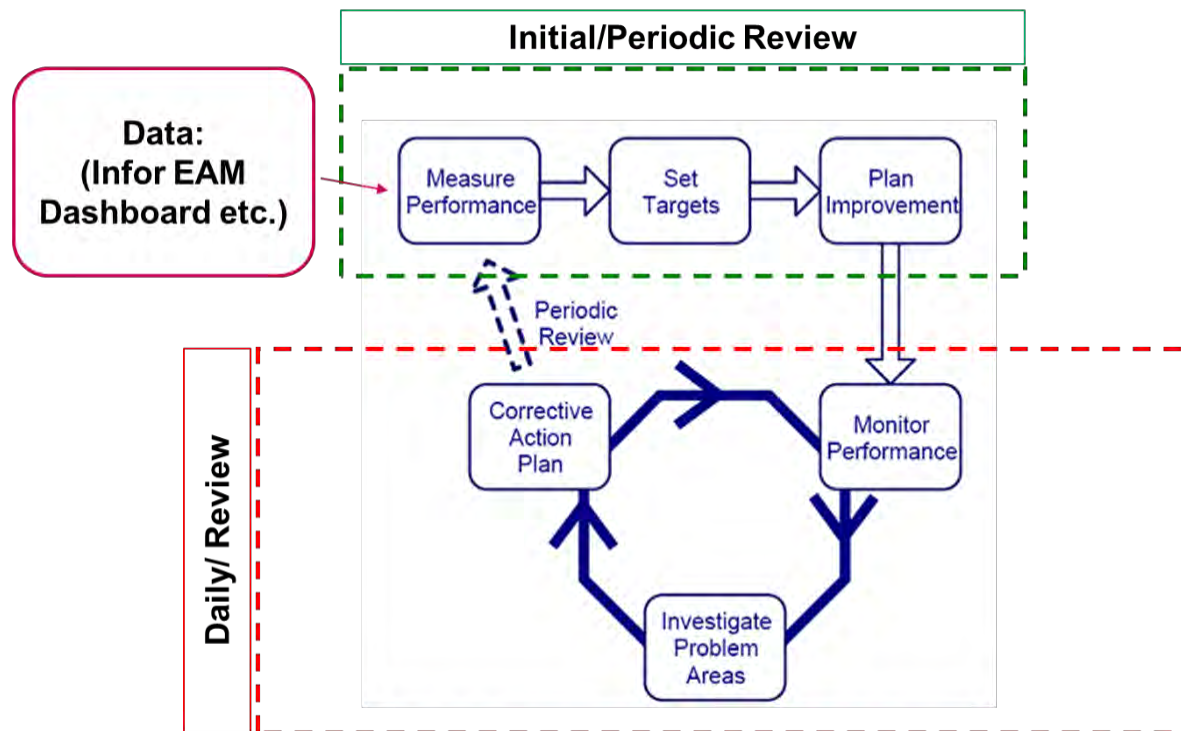


*Innovative vision to collect data, network performance and analytics in real-time from DCTA Highway Crossings and leveraging DCTA's existing x-TCM network*



## ISO 9001 – Continual Improvement

As part of our continual improvement process, First will undertake regular review to ensure our LCM strategy and implementation of Condition Based Monitoring is delivered to plan and effectively realizes our goals and requirements.



## Overhaul and Capital Maintenance

First performs maintenance in accordance with the periodic inspections as specified by the OEM in compliance with regulatory requirements. However to optimize the maintenance program, Condition Based Maintenance (CBM) techniques are deployed which provide greater insight into the actual condition of components and subsystems. These techniques enable a predictive analysis to be conducted which drives a proactive approach to maintenance.

The CBM methodology includes the use of real-time monitoring and management of equipment. This allows us to identify where components are in their life cycle and ultimately plan the components replacement without impacting on revenue earning service. This constant monitoring and review will also help us identify where value can be taken from optimization of the preventive maintenance regime.

During Mobilization first will generate a CBM plan as part of our LCM strategy roll out for the A-train system. This plan will include as a minimum the following critical areas:

## WHEEL OVERHAUL

First will use Miniprof Digital Profile Measuring to keep accurate digital profiles of the wheels to determine optimal wheel re-profiling periodicity to maximize wheelset life. A product brochure has been included as an Appendix.

## COTS OVERHAUL VALVES

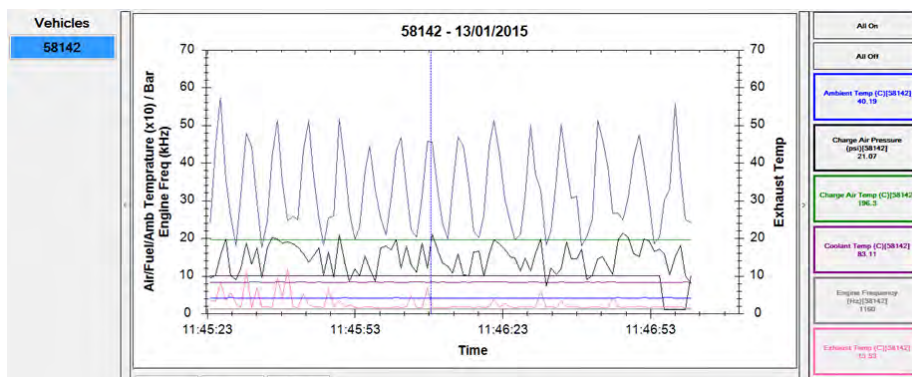
Cleaning, Oiling, Testing, and Stenciling (COT&S) Overhaul Valves (3-4 vehicles per year) FRA mandated tri-annual maintenance to vehicle brake system. We will utilize Tom Tulley's experience with the FRA regulations, combined with our European DMU brake system maintenance experience, to optimize and extend the periodicity of the overhauls. This will involve component strip downs and analysis, as well as benchmarking of similar brake systems.

As discussed in Tab C, First has met with the FRA regarding compliance and they are open to our approach.

## ENGINE OVERHAULS (ALL VEHICLES - 2 PER VEHICLE AT 6-YEAR INTERVALS)

Performance life, based on duty cycle of the engine, is finite and overhauls must take place to ensure reliable operation. However utilizing our strong relationship with Cummins (OEM) we will work with them to monitor the condition of the engines during overhaul and propose an overhaul interval more in keeping with the engine's duty cycle. Regular oil sampling of the engine oil will also assist in determining the rate of wear of the internal components (for example bearings) and inform the review of the appropriate overhaul interval.

We will also use data from the engine management systems to monitor the operation of the power units whilst in service to identify problems to assist with developing maintenance plans with Cummins. At GWR we successfully do this monitoring on BREL built 2 car Class 165 DMU fleet. The data is downloaded on to a laptop during the scheduled maintenance for further analysis.



## GENERATOR OVERHAULS

Performance life, based on duty cycle of the generator, is finite and overhauls must take place to ensure reliable operation. We would propose working with the preferred over-hauler to better understand the condition of the component at its current proposed overhaul interval and propose an interval based on condition to maximize the overhaul frequency. The frequent cause of failure is the bearings on the rotating part of the machines; these will be examined closely at overhaul to assist in determining the optimum life of the generator.

## COUPLER OVERHAULS

Couplers must be overhauled to ensure safe operation and compliance with FRA requirements. However their condition depends on actual usage of the coupler as well as its configuration and design. For example some couplings are designed with a long reach and need more frequent attention at the mounting pivot as the coupler is placing increased strain on this pivot. However within Hull Trains the coupler overhaul interval has been extended through detailed analysis of the condition of the couplers with an interval determined which is more appropriate with its use.

## SUSPENSION ELASTOMERS

Elastomers (rubber parts) have finite life, and must be replaced to ensure safe operation and proper ride quality. These particular components frequently drive the overhaul periodicity of other components (for example Trucks). However detailed analysis of their condition and also the condition of the other components around them have resulted in savings through selected component replacement without necessarily having to remove the larger component from the vehicle for overhaul.

## TRACTION MOTOR/ GEARBOX OVERHAULS

Performance life, based on duty cycle of the motors and gearboxes, is finite and overhauls must take place to ensure reliable operation. Again detailed analysis of the component during its life optimizes the overhaul interval. Gearboxes are maintained in accordance with a distance based interval rather than time based in the UK. First through strong relationships with Voith (OEM), have reviewed and agreed an extended interval with Voith based on analysis of the condition of the gearboxes at Overhaul.

## Case Study – Premature failure of DC Traction Motors



GWR Class 43 locomotives are fitted with dc traction motors which are overhauled with the truck at 550,000 miles.



The traction motors were failing approximately half way through the life of the truck due to power earth faults. This was leading to out of course replacements at additional expense as well as lower in service reliability.



Detailed analysis by GWR technicians revealed that the cause was related to condition of the commutator which was found to be out of round after 18 months of operation. The technicians instigated a program of commutator grinding while the motors were fitted to the vehicles at 18 moth intervals which ensured that the traction motors were able to run to their predicted overhaul interval.

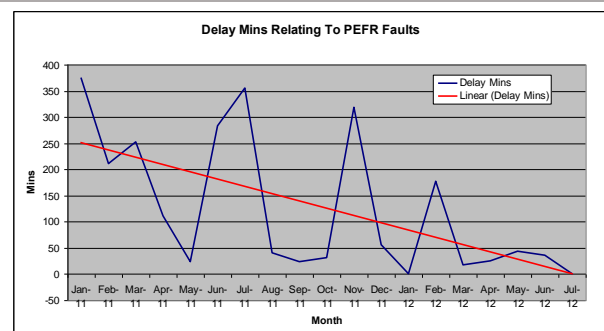


In the trace above, the red line is the commutator prior to grinding and the blue line is the commutator after grinding.

Further investigation by the technicians showed that the cause of the commutator wear was ingestion by the motor of iron dust from the locomotive's brake blocks. They initiated a trial of a composite brake block which was so successful that it meant it was no longer necessary to turn the commutators between overhauls.



This work has been so successful that it has saved expense (approximately \$105,000 pa) with reduced overhaul requirement and at the same time improved fleet reliability.



This information provided good analysis of the initial reported fault to properly identify the root cause of problem. This resulted in improvements with the specification of material and maintenance plans, as well as appropriate intervals



## ELECTRONICS

Certain electronic components will require replacement to ensure reliable operation. Monitoring of the condition of the electronic components through testing of their operation allows a picture of the life of the electronic components to be determined. From this it is possible to propose an appropriate overhaul or replacement interval. Within First rail operations we frequently have off vehicle electronic test equipment which allows us to determine quickly through pass/fail test criteria whether the electronic equipment is actually at fault or if it is something else on the vehicle. This process reduces unnecessary expense of retaining working components to the OEM for attention and also ensuring that we determine the cause and rectify a particular failure at the first attempt.

Performance life, based on duty cycle, is finite and replacement/overhaul must take place to ensure reliable operation.

## REPLACE SWITCH TIES AND TIES

Performance life, based on duty cycle, is finite and replacement must take place to ensure reliable operation. Based on annual automated tie testing, we will not only be able to select defective ties to replace, but also use predictive analysis to gauge what ties are more likely to become defective over time. By comparing the environment the tie is in, such as in a curve, high water area, higher gross tonnage, we will ensure the continued safety of the railway.

## TRACK

First will maintain the DCTA A-train track to FRA Class 4 Standards and as per the additional track geometry requirements as defined by DCTA. We will monitor the condition of the track to better inform us as to the optimum time to replace the track elements. Analysis of the data contained within Infor EAM coupled with the track geometry and ultrasonic rail flaw testing will enable us to optimize the track maintenance and replacement

## SPOT CROSSTIE REPLACEMENT

Based on annual testing, we will not only be able to select defective ties to replace, but also use predictive analysis to gauge what ties in what area are more likely to become defective over time by comparing the environment the tie is in (in a curve, high water area, higher gross tonnage) First will furnish and install crossties as needed, as part of the CBM. DCTA crossties which are 9' in length within a turnout are not considered switch ties but will count toward the cross tie replacement in the CBM plan. When we undertake track inspections we will closely monitor the condition of the ties coupled with the annual testing to allow us to build a picture over time of their condition to better inform a planned replacement program based on condition.

## RAIL PROFILE GRINDING

Analysis of the data contained within Infor EAM coupled with the track geometry and ultrasonic rail flaw testing will enable us to optimize grinding of the A-train Track. First will provide for at minimum five (5) days of rail profile grinding on a biannual basis in conjunction with DCTA's rail grinding schedule. Rail profile grinding shall be completed in coordination and with approval from DCTA's designated representative. Undercutting shall be performed and decided on an as needed basis by the Agency and the Contractor based on condition data from track inspections and monitoring equipment. We will ensure that this is an informed decision making process from our monitoring and recording of track condition. It is important to maximize the life of the rail through targeted grinding.

## Maintenance Excellence for DCTA A-train

We believe that our approach to Condition Based Maintenance which we include within Life Cycle Maintenance represents the best opportunity for DCTA to gain the maximum life, benefit and reliability from their assets in operating the A-train service. Our comprehensive maintenance program will ensure the reliability of DCTA's assets to include Service Property, Rolling Stock and Equipment. First's reliability reviews will ensure that all equipment retains high levels of reliability, with high levels of performance through optimal maintenance scheduling.







# Appendix

Miniprof Digital Profile Measuring Brochure





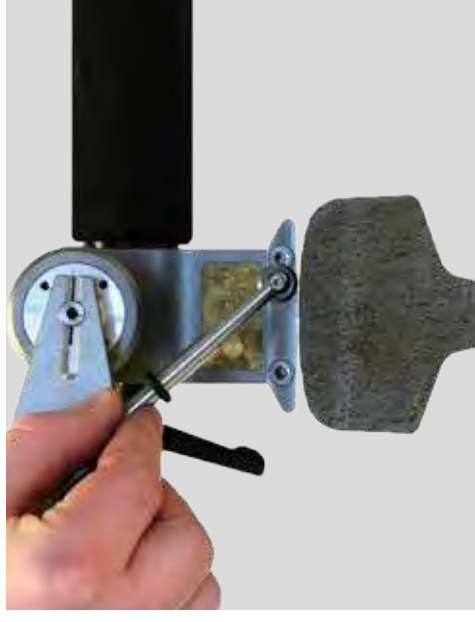
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# MiniProf

DIGITAL PROFILE MEASURING

by  
GREENWOOD ENGINEERING A/S



*Your way to valid and reliable data*



**Safety**

**Capacity**

**Quality**

**Punctuality**

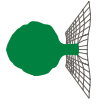
**Travelling Comfort**

**Stay in full control of your assets**

**Choose full contact measurements**

**Costs**

**Frequency**



# MiniProf Area of use

MiniProf is an excellent profile measuring system for numerous purposes. MiniProf provides reliable and extremely high quality data based on secure full contact measurements, as well as a great data analysis toolbox, which enables the user to make critical decisions in purchase, maintenance, quality and safety departments. Further, it represents a great platform for research and development departments all over the world.



## Product design & development

- Material and life cycle test
- Lubrication/friction effect
- Design of wheel, rail, brake disk, boogie



## Research & universities

- WRI studies, verification of research and principles
- Reduce noise and wear-rates to extend asset lifetime
- Improve safety, speed, load and travel comfort



## Safety regulation

- Inspection check if assets are within regulation
- Accident and derailment investigation
- Analysis and documentation of work



## Quality control

- Verify accuracy of on-site/build-in laser-based gauges
- Verify accuracy of wheel lathes and rail grinding machines
- Verify accuracy of handheld laser-based gauges



## Management

- Life cycle wear monitoring
- Trend forecast, planning of on-time maintenance intervals
- Life expectancy / improvements / replacements



## Manufacturing

- Production quality control
- Factory acceptance inspection before shipment
- Verification of production equipment



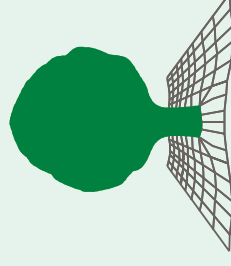
## Procurement

- On-site field/workshop incoming inspection
- Lifetime/performance monitoring – forecast planning
- Compare quality from different suppliers



## Maintenance

- On-site field/workshop conformity, limit inspection & documentation
- Rail grinding, profile check before/after
- Wheel re-profiling, profile check before/after milling



# MiniProf

## Features



Dirt



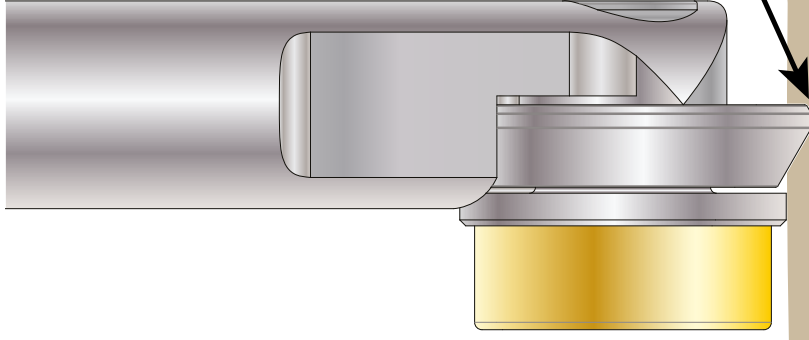
Lubrication



Leaves



Sand



Non contact

Objects on surface

Profile

Full contact by MiniProf



Raindrops



Snow



White frost



Reflecting light

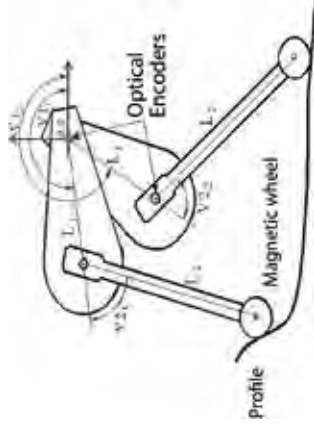
# Full contact

MiniProf instruments provide a full contact measuring principle with a knife-shaped contact point directly to the surface of a given profile. This ensures that influences from oil, lubrication, dirt, reflecting light, white frost etc. are always minimised when using a MiniProf system. The measuring wheel ensures constant contact to the profile surface during the measurement process and generates a complete and extremely accurate profile measurement - not just a picture of the surface.



## Highest accuracy

A MiniProf instrument provides the highest accuracy available on the market today. The accuracy lies between 9 and 11 microns depending on the MiniProf system configuration.



## Consistent accuracy

The accuracy of a MiniProf instrument is very consistent, due to the measuring principle, which keeps the measurement perpendicular to the surface during measurement.





# Features



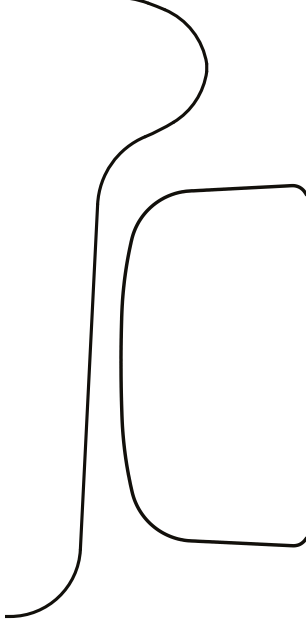
## Top quality components

A MiniProf instrument is made of Grade 2 titanium, which makes it very temperature and shock resistant and ensures accuracy, stability and a very long lifetime.



## Lightweight and handheld unit

A MiniProf instrument is a compact handheld unit, which can enter most places. It weighs approx. one kilogram and is delivered in a specially designed transport case.



## Full digital profile

A MiniProf system measures the complete digital profile and provides an approx. 600 points digital profile for further analysis.



## Full software package

MiniProf is supplied with a full software package for PDA and computer. The PDA version is used for easy data-collection in the field and the computer version for a more advanced data handling and printing.



## Fast and easy to use

MiniProf is a fast and easy to use measuring system, which enables the user to carry out a profile measurement in approximately 5 seconds.



## Operation temperature

MiniProf systems are water resistant and can be used for measuring in many different types of environments with temperatures varying from -15°C to +35°C.

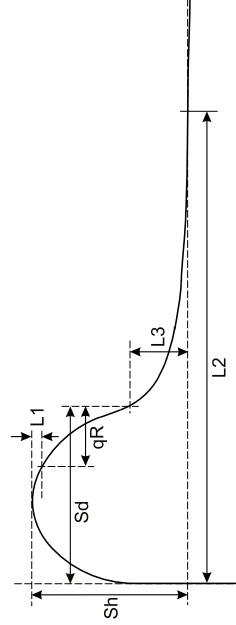


## MiniProf Wheel

The MiniProf Wheel instrument is an easy to use, lightweight and handheld tool for measuring cross sectional profiles of a wheel. It is attached magnetically to the backside of the flange and can be used on various wheel types ranging from trams to locomotives.

The MiniProf Wheel instrument calculates  $S_d$ ,  $S_h$  and  $qR$  instantly and also gives an indication of the wheel and taperline diameter in one single measurement.

Various calculations and alignments are available and can be found on page 12-13.



### Accuracy

Better than:  $\pm 9 \mu m$

Repeatability:  $\pm 2.5 \mu m$

Diameter:  $\pm 0.09 mm$

### Measuring speed

Speed:  $< 5 seconds$

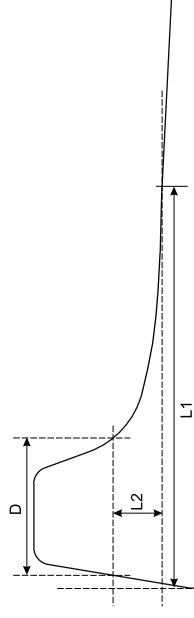
### Weight

Unit:  $0,9 kg$

## MiniProf Lightrail Wheel

The MiniProf Lightrail Wheel instrument is specially designed for use on tramway vehicles. This small and compact instrument can be mounted even if the available space is near to minimum and performs the calculation of  $S_d$ ,  $S_h$  and  $qR$  instantly. Furthermore, the Lightrail instrument can also be supplied to take reference on the inner diameter of the wheel resulting in a high precision diameter measurement.

Various calculations and alignments are available and can be found on page 12-13.



### Accuracy

Better than:  $\pm 9 \mu m$

Repeatability:  $\pm 2.5 \mu m$

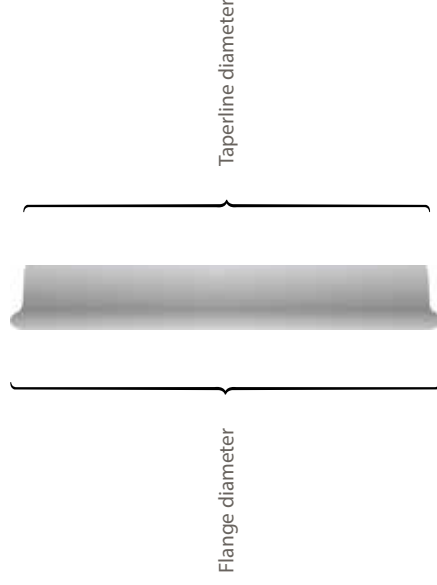
Diameter:  $\pm 0.09 mm$

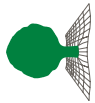
### Measuring speed

Speed:  $< 5 seconds$

### Weight

Unit:  $0,9 kg$





## MiniProf Brake

The MiniProf Brake instrument is an easy to use, lightweight and handheld tool for measuring brake discs. It comes in an axle mounted or wheel mounted version and is attached magnetically on the axle or on the wheel. Instant calculations of the brake hollowing and the remaining thickness of the disc are provided and additional calculations and alignments can be seen on page 15.



### Accuracy

Better than:  $\pm 11 \mu\text{m}$   
Repeatability:  $\pm 2.5 \mu\text{m}$

### Measuring speed

Speed: < 5 seconds

### Weight

Unit: 0,9 kg



### Axle mounted

The axle mounted MiniProf Brake instrument is mounted on the outer diameter of the brake disc and is attached using magnetic rollers. These also align with the small dent on the disc and act as reference points for the measurement.



### Wheel mounted

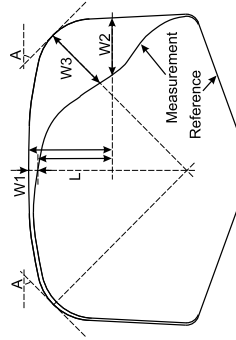
A wheel mounted MiniProf Brake instrument is attached to the vertical part of the wheel, either on the backside of the flange or on the outer side of the rim. This part of the wheel is used as a reference for the measurement.



## MiniProf Rail

The MiniProf Rail instrument measures the cross sectional profile of the rail and is attached magnetically to the top of the railhead, using the opposite rail as reference through a telescopic rod. The instrument can be used on many different types of tracks, including grooved rails. With the use of a perpendicular device the user can ensure a correct alignment with the rail resulting in an even better profile reading.

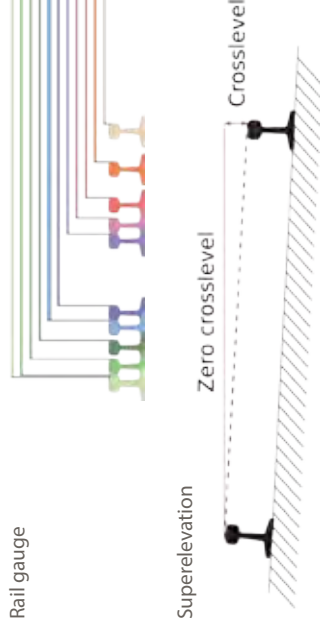
The MiniProf Rail instrument calculates instantly the vertical, horizontal and 45 deg. wear and measures the track gauge simultaneously. The instrument also measures the super-elevation and grade when connected to a computer. The values are stored with the measurement and can be displayed at any time. The range of the measured inclination  $\pm 30$  deg.



**Accuracy**  
Better than:  $\pm 11 \mu\text{m}$   
Repeatability:  $\pm 2.5 \mu\text{m}$

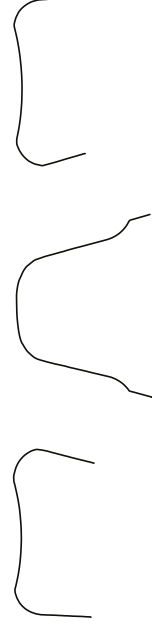
**Measuring speed**  
Speed:  $< 5$  seconds

**Weight**  
Unit:  $0,8 \text{ kg}$



## MiniProf Switch

The MiniProf Switch add-on extends a standard MiniProf Rail instrument to measure multiple profiles. It is attached magnetically and can optionally use a telescopic rod for reference to the opposite rail. With the instrument, each rail in a switch or crossing is measured individually and then combined automatically using positional data from the Switch add-on. The result is a measurement containing all profiles placed relative to each other allowing measures to be taken between them. The MiniProf switch instrument can be used with a computer only.



Example of a switch measurement.

\* Full calculation spectrum can be found on page 14-15.

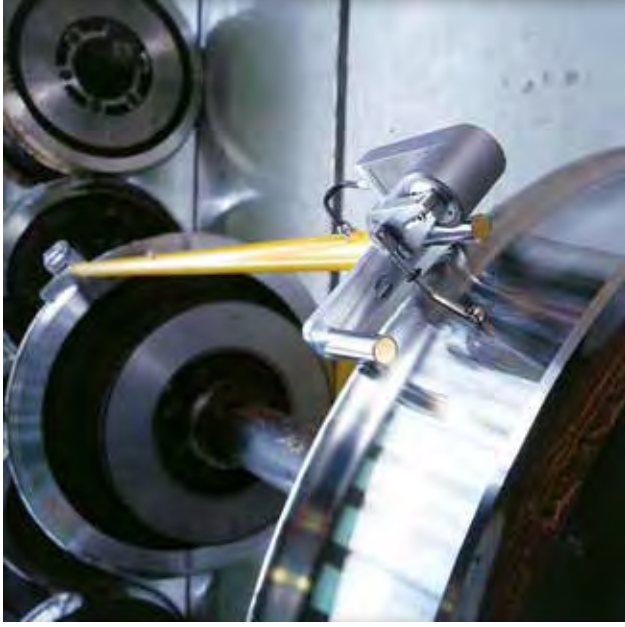




## TwinHead

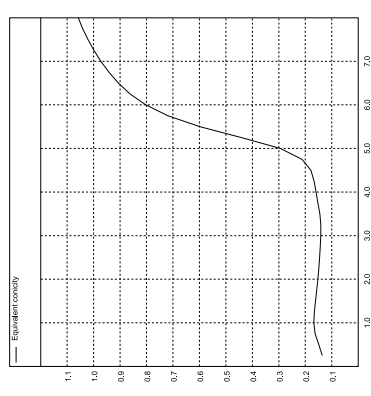
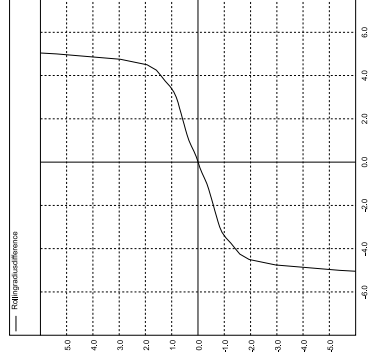
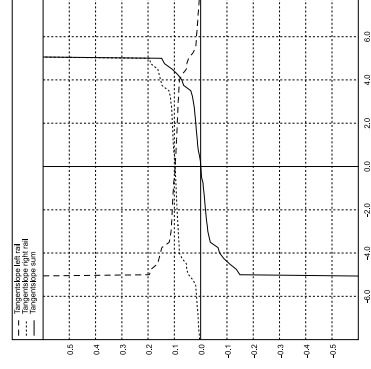
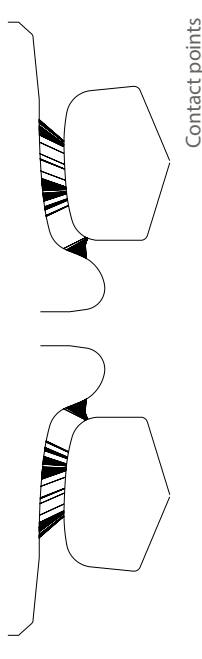
The MiniProfTwinHead system is a portable instrument designed to obtain fast and exact rail and wheel measurements in the field, suitable for analysing the continuous condition of rolling stock.

The MiniProfTwinhead basically consists of two MiniProf wheel or rail instruments mounted on a fixed beam with the purpose of gaining the maximum accuracy when joint profiles are measured. The system is magnetically attached to either the wheelset or the railtrack and can be used with a computer.



## Equivalent Conicity

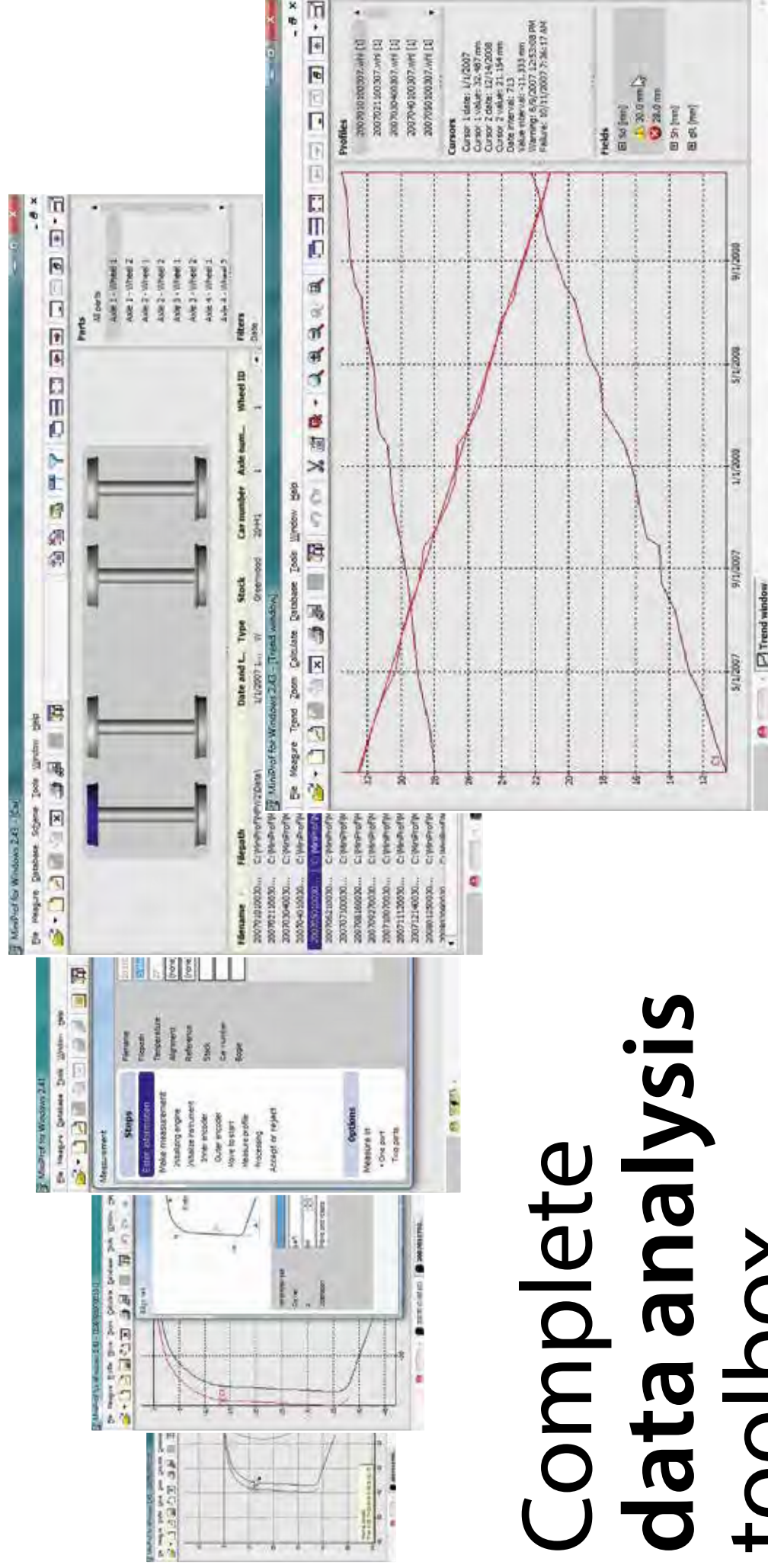
Factors like running safety, running stability, vibration behaviour and curving performance are very much influenced by the geometry of the wheels and rails. By using MiniProf instruments for measuring the cross sectional profiles, the user can calculate the wear and find the real geometry. The Equivalent Conicity calculation evaluates the dynamic interaction between the vehicle and the track.



Contact angles

Rolling radius difference

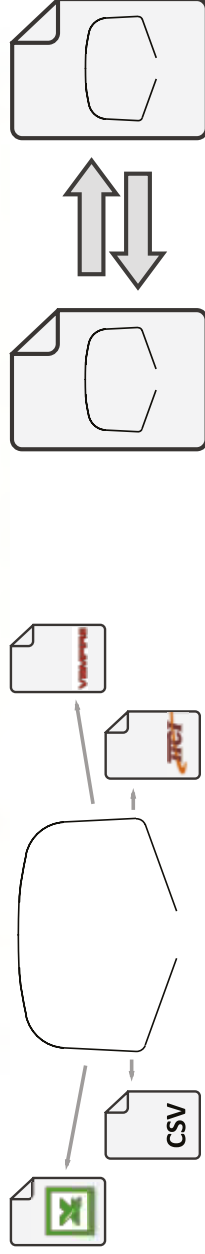
Equivalent conicity



# Complete data analysis toolbox

MiniProf is supplied with a full software package usable for all variations of our MiniProf instruments. It is highly flexible and customizable to the individual customer requirements and can be used to perform measurements as well as in-depth post measurement analysis. The software package includes measurement schemes, trending and a lot of other analysing possibilities.





## Data export and compatibility

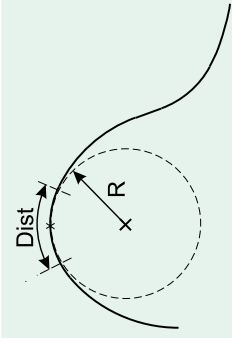
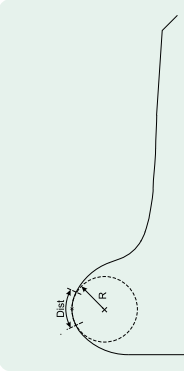
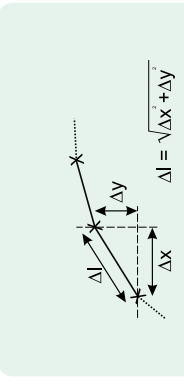

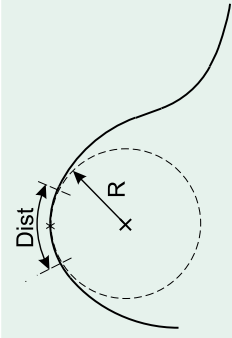
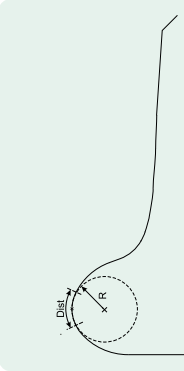
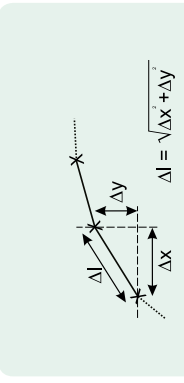

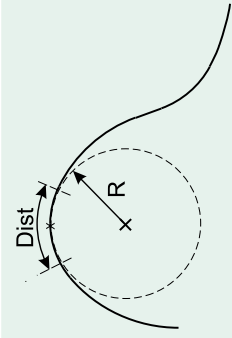
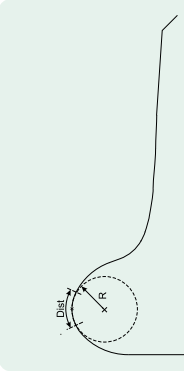
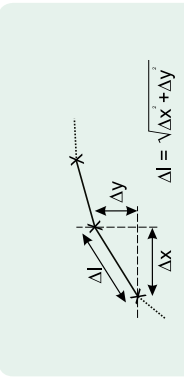

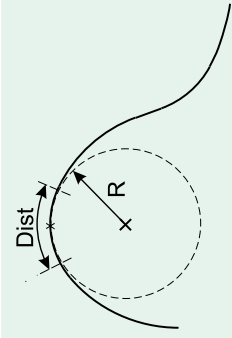
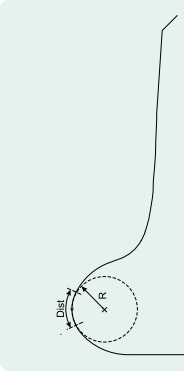
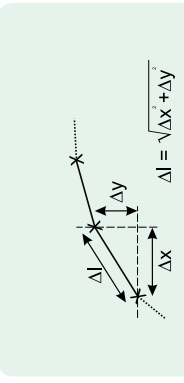

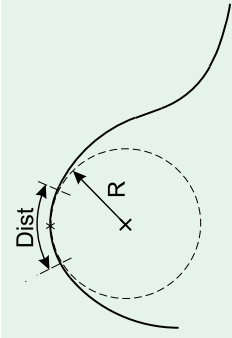
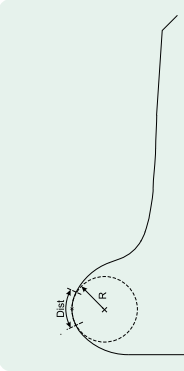
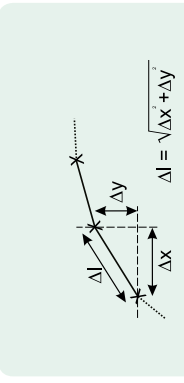

MiniProf offers easy profile exportation to various renowned formats which provides excellent compatibility with various mainstream software applications; including Microsoft Excel worksheet, Autodesk's AutoCAD compliant DXF, Windows Metafile and JPEG formats.

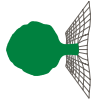
## Universal data exchange

MiniProf provides easy storage of data and results that allows the user to exchange data in standard formats among experts around the world to acquire accurate and comprehensive analysis of the situation. This approach enables the users to benefit from the global acceptability of MiniProf systems.

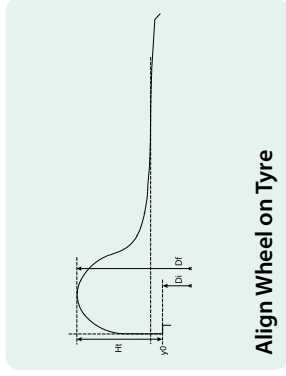
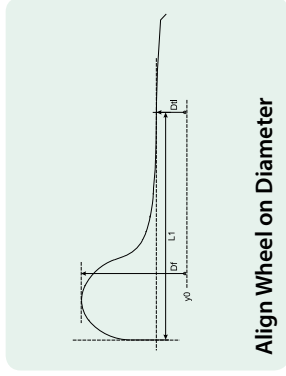
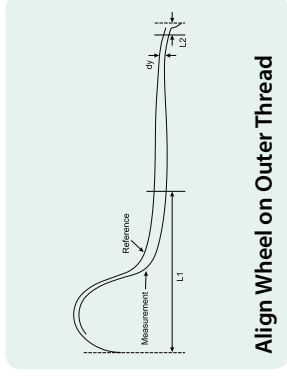
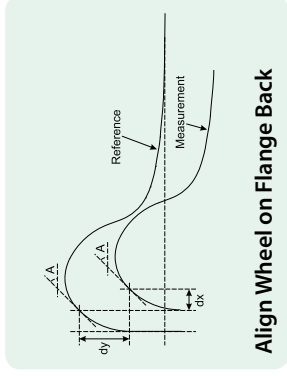
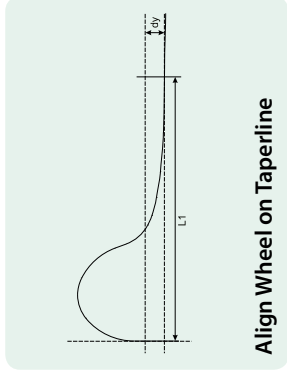
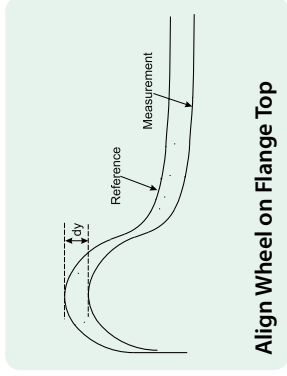
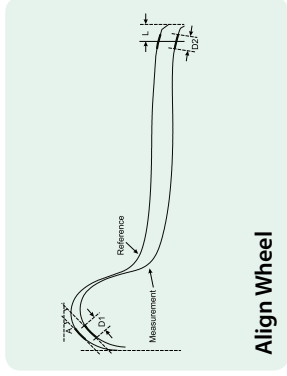
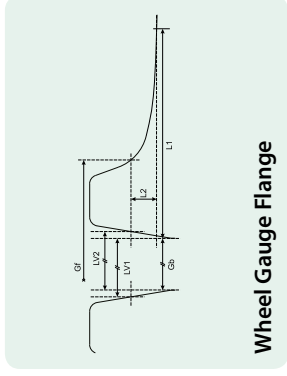
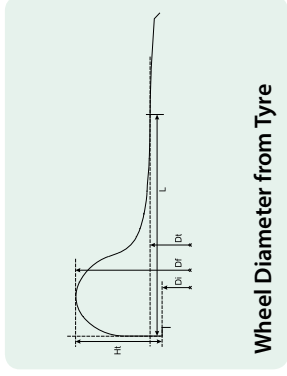
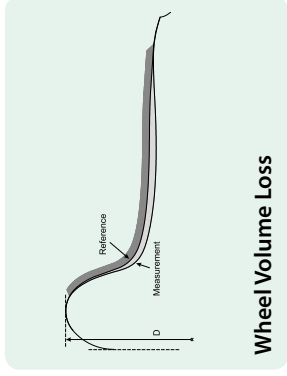
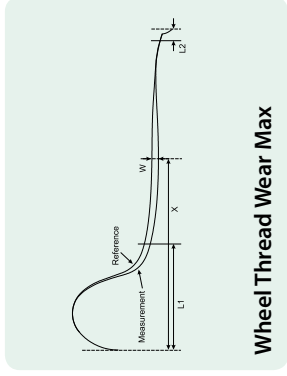
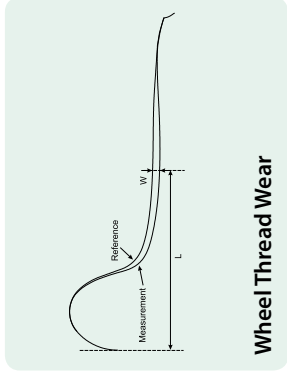
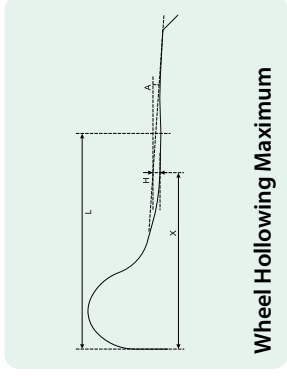
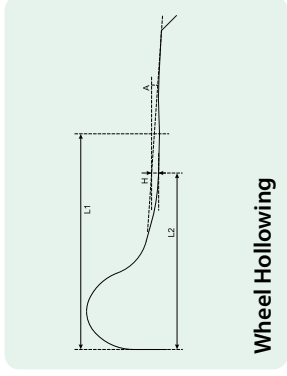
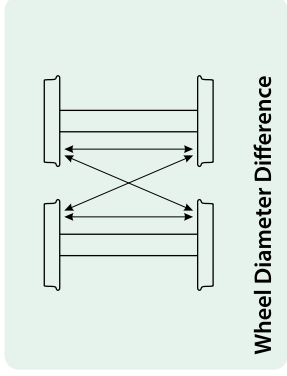
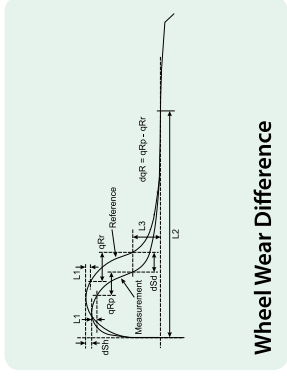
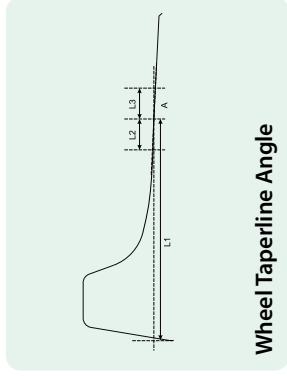
# Calculations

## Wheel calculations and alignments

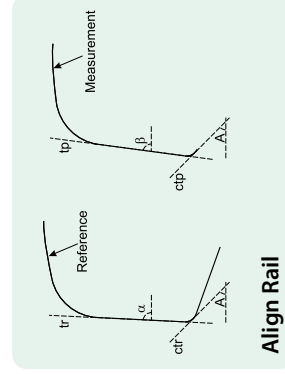
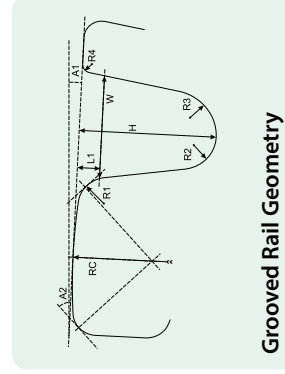
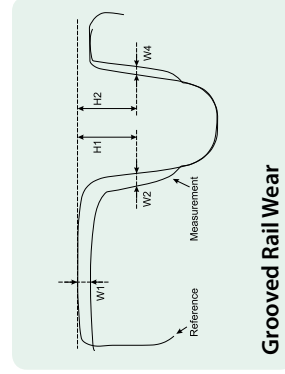
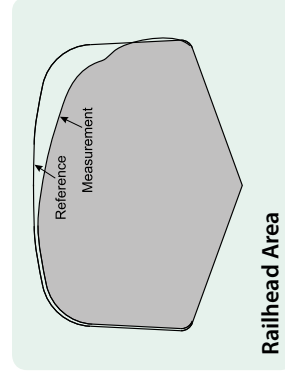
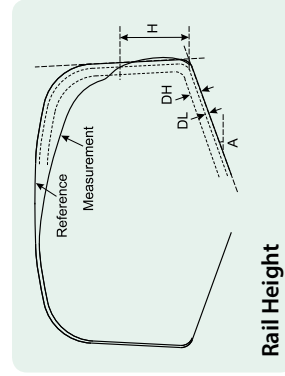
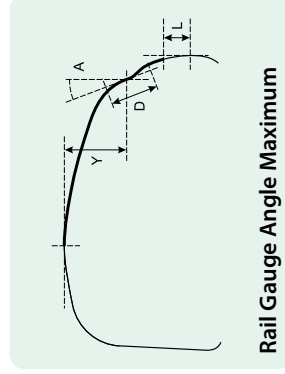
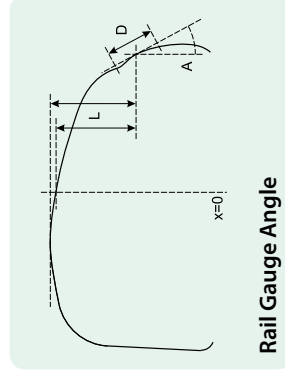
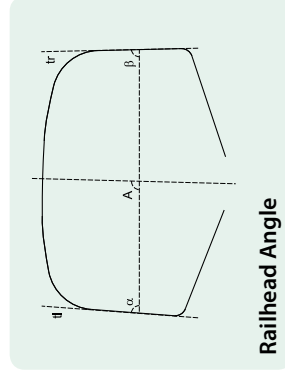
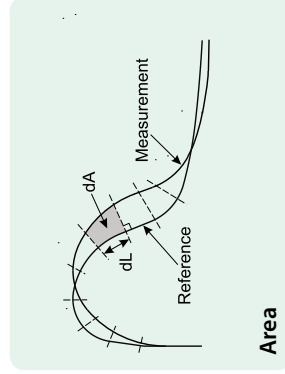
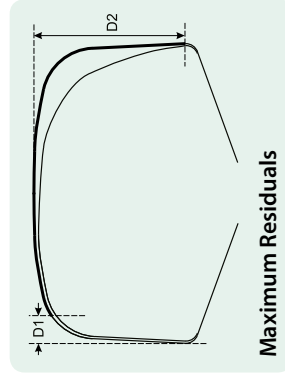
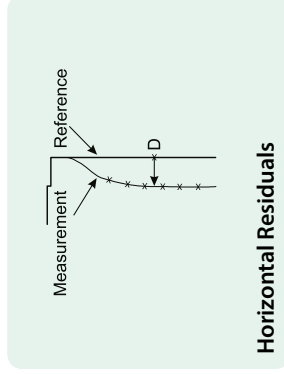
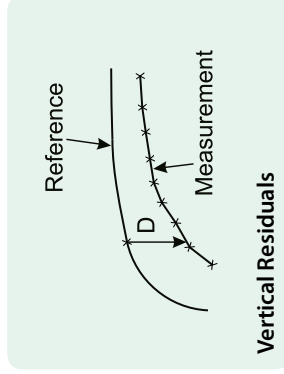
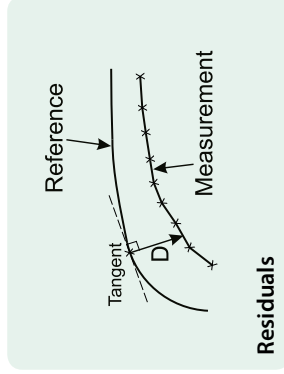
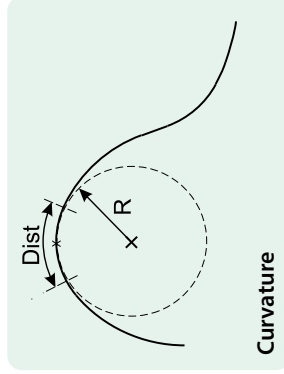
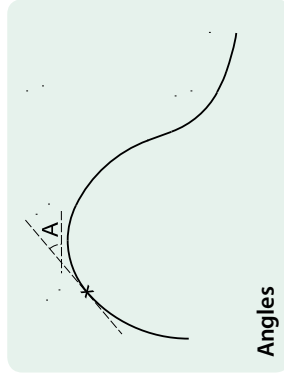
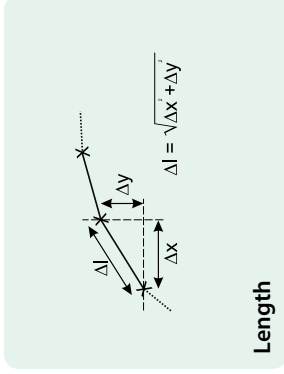
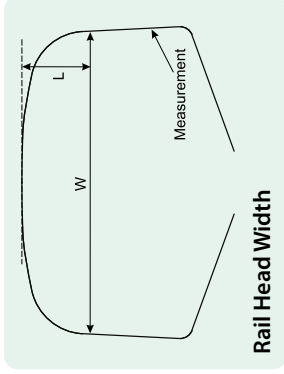
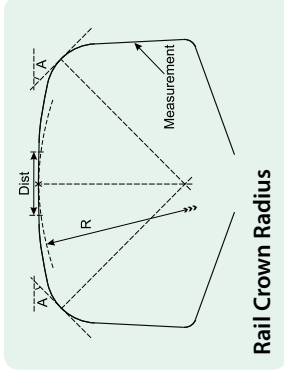
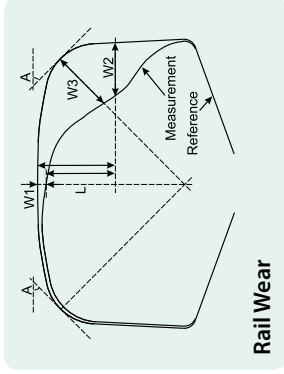
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	<b>Residuals</b>		<b>Wheel Flange Width (Tram)</b>		<b>Horizontal Residuals</b>		<b>Maximum Residuals</b>
	<b>Wheel Flange Angle</b>		<b>Wheel Flange Angle Max</b>		<b>Vertical Residuals</b>		<b>Wheel Flange Root Radius</b>
	<b>Wheel Flange Back Wear (Tram)</b>		<b>Wheel Flange Angle</b>		<b>Wheel Flange Root Radius</b>		<b>Wheel Flange Root Radius Min</b>

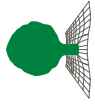


# Calculations

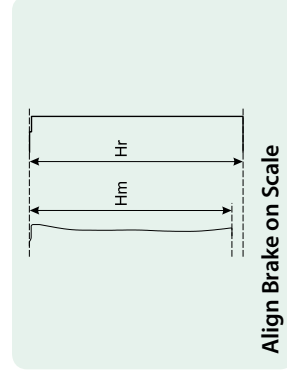
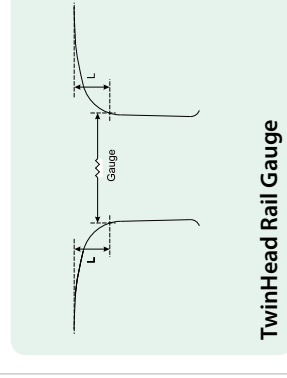
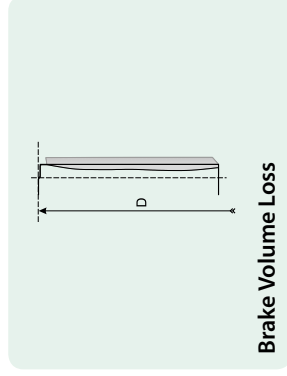
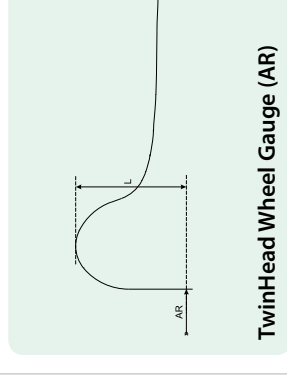
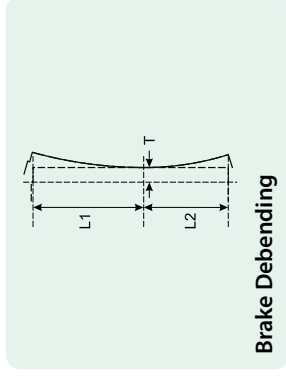
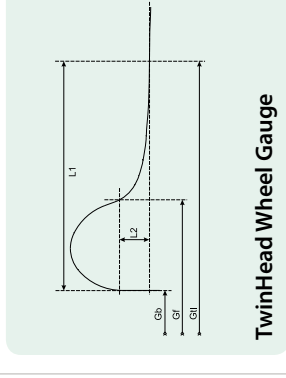
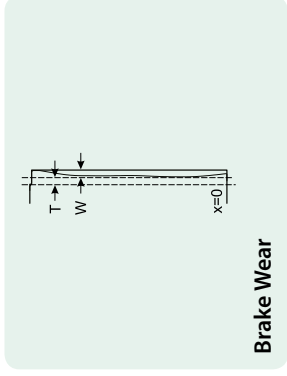
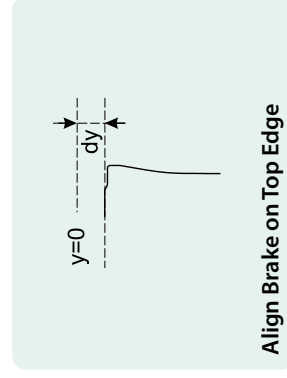
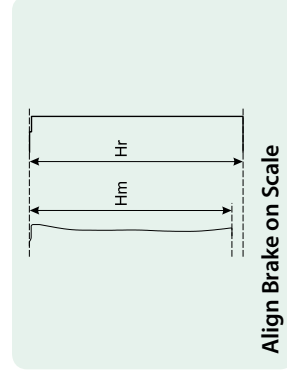
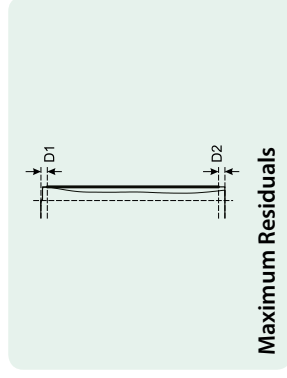
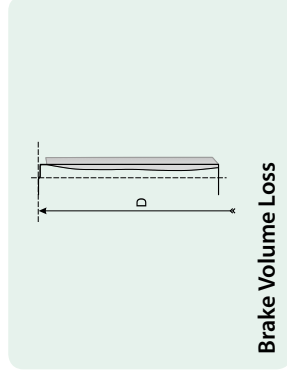
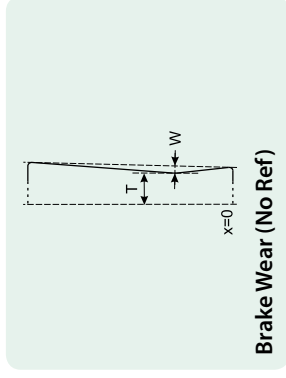
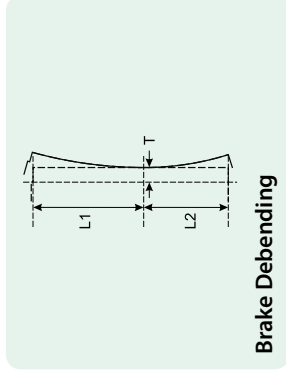
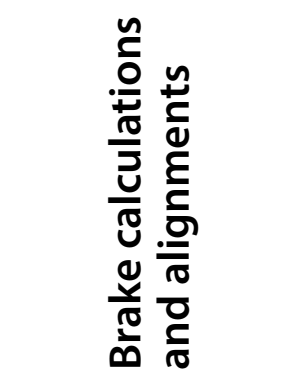
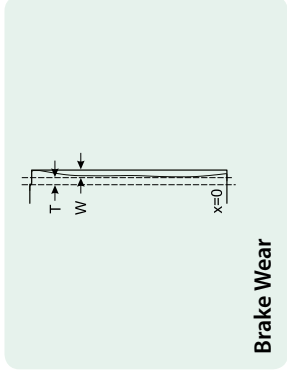
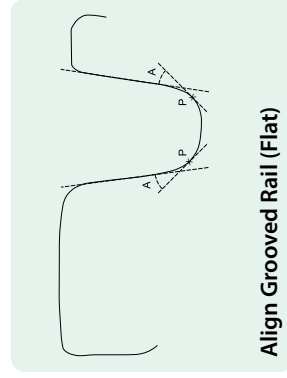
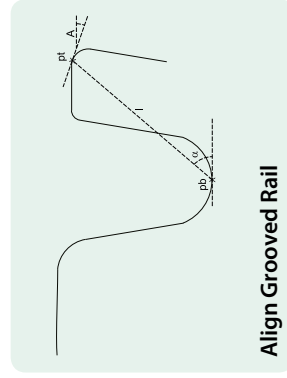
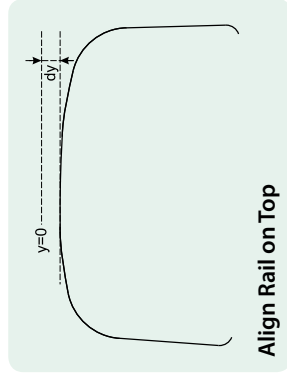
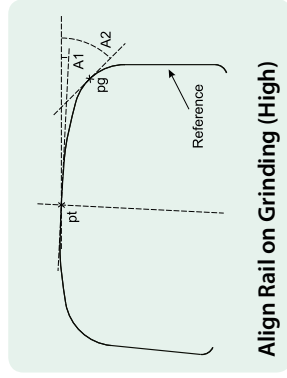
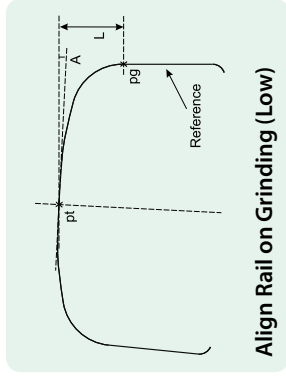
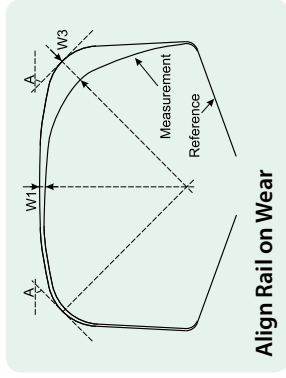
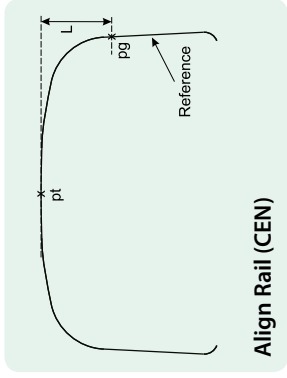
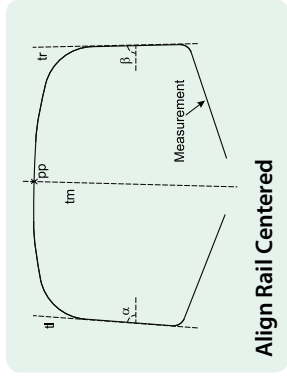


## Rail calculations and alignments





# Calculations



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




Safety regulation Product design & development  
 Management Research & universities Quality control  
 Maintenance Manufacturing Procurement

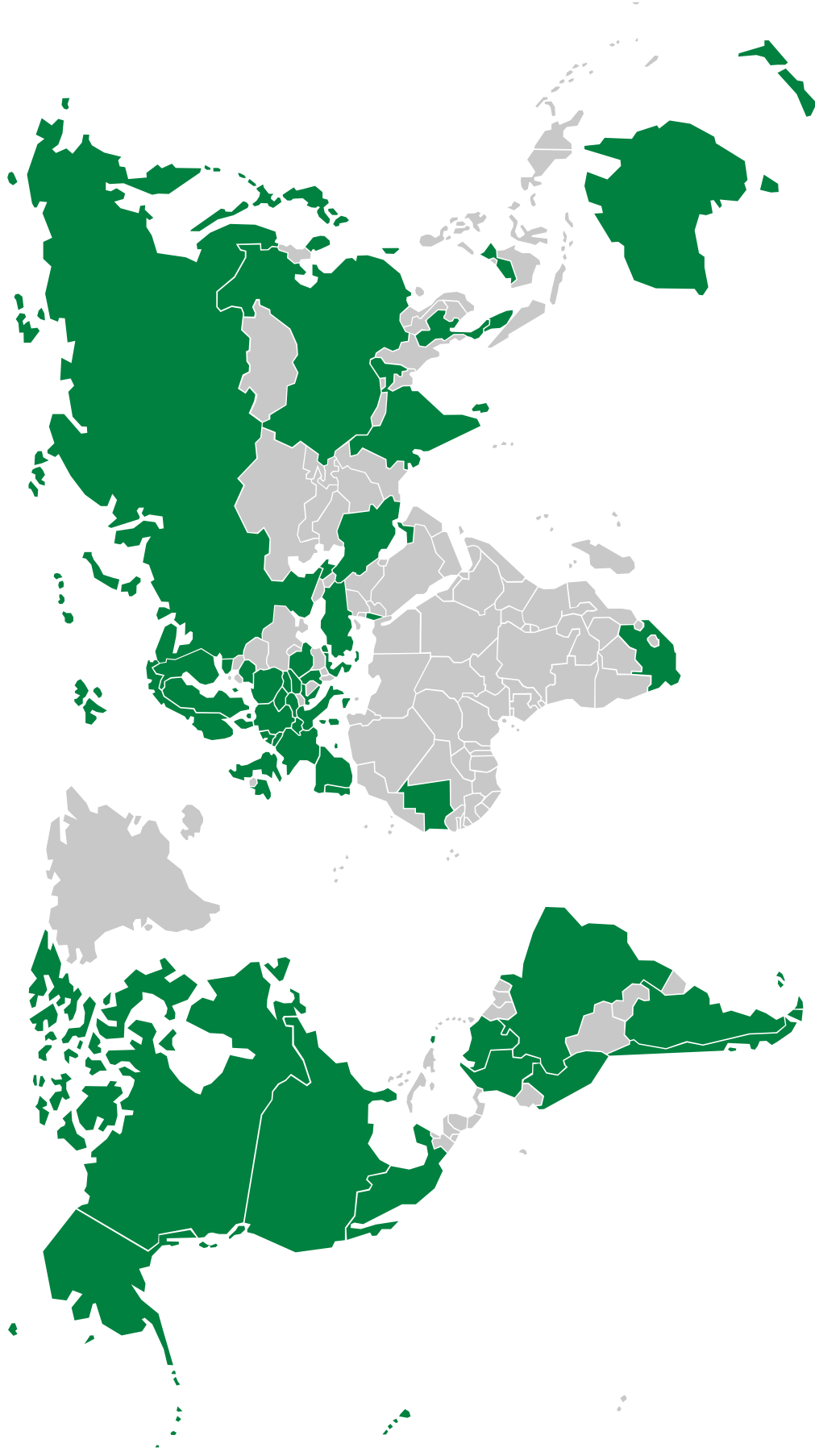
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## References

DB AG Minden	Osaka City	 <b>Puerto Rico</b>	Inexa Profiles	D&S	General Motors Corp.
DB AG München	Osaka Municipal Transportation Bureau	 ACI Puerto Rico	Infranord	East Coast Main	Go Transit
DB AG Netz	Railway Technical Research Institute	 <b>Romania</b>	Interfleet	Edmundson	Griffin Wheel Company
DB AG Roldrfsstand	Sumitomo Metal	 S.C. Alstom Transport S.A.	Luleå University of Technology	Eurostar	Hampton Road Transit
Eichholz GmbH	Tokyo Electric Railway	 <b>Russia</b>	MTAB	Eurotunnel	Herzog Transit
Elektro-Thermit Dienstleistungs GmbH	Tokyo Metro	 <b>Singapore</b>	Semnon	EWS	Houston Metro
EWG	Tokyo Metropolitan Government	 E&O Services (Singapore) Ltd.	SJ Göteborg	Federal Mogul	Long Island Railroad
Exova METECH GmbH	Toshiba Transport	 SBS Transit	SJ Maskindivision	First Scot Rail	Loram Maintenance of Way, Inc.
Flex AG	Toetsu Kogyo	 <b>Slovakia</b>	SL Bansystem AB	Harsco Rail	LTK Engineering Services
Gutehoffnungshütte Radsatz GmbH	TTL	 <b>South Africa</b>	Spaak Trade	Heathrow Express	Massachusetts Bay Commuter Railroad
IGUSPA e.K.	Ueda Brake Ltd.	 Bombardier	Stadspartner	Infraco BCV Ltd.	Massachusetts Bay Transportation Authority
Iarnród Éireann	West Japan Railway Company	 Cape Metrorail	Stockholm: Spårvägar	Instronix	Metrol-North Railroad
Irish Rail	Yamato Trackwork	 LRS Lennings Rail Services	SweMaint	Interfleet Technology	Metro-North Railroad
 <b>Israel</b>	Yokohama Municipal Transportation Bureau	 PRASA	Trafikverket	Knorr-bremse Rail Systems	MTA
Citadis Alstom	 <b>Malaysia</b>	 Spoornet	 <b>Switzerland</b>	LB Forster UK	National Castings
 <b>Italy</b>	Rapid	 <b>Mexico</b>	Basler Verkehrsbetriebe	London Tramlink	New Jersey Transit
Alstom	Sistem Transit Aliran Ringan SDN BHD	 <b>Netherlands</b>	BLS AG	London Underground Ltd.	New York City Transit
Rheinbahn	Star Point	 <b>Austria</b>	Bombardier Zürich	Lucchini UK Ltd.	Norfolk Southern Corp.
ATM Milano	 <b>Mauritania</b>	 <b>France</b>	Furka Oberalp Bahn	Manchester Metropolitan University	North Shore Mining
BaMaCom	 <b>Mexico</b>	 <b>Italy</b>	Matisa	MerseyRail	NYCTA-MOW
Bombardier	 <b>Mexico</b>	 <b>Italy</b>	Matterhorn Gotthard Bahn	Metronet Rail BCV	PATH
BTW	 <b>Mexico</b>	 <b>Italy</b>	Metro Lausanne	MRLC	Port Authority of Allegheny County
SMS Meer	 <b>Mexico</b>	<b>Italy</b>	Regionalverkehr Mittelland	Network Rail	Rail Sciences Inc.
Schweerbau GmbH & Co.	 <b>Mexico</b>	<b>Italy</b>	SBB CFF FFS	Newcastle University	Railroad Friction Products Corp. (Wabco)
Siemens	 <b>Mexico</b>	<b>Italy</b>	Speno International S.A.	NTL World	Resco
Stadtbahn Saar GmbH	 <b>Mexico</b>	<b>Italy</b>	Stadler Switzerland	NXEC Trains Ltd.	Saint Gobain
Stadwerke Bonn	 <b>Mexico</b>	<b>Italy</b>	Verkehrsbetriebe Zürich	Portec Rail	Santa Clara Valley Transportation
Talgo GmbH	 <b>Mexico</b>	<b>Italy</b>	 <b>Taiwan</b>	RailMeasurements Ltd.	Siemens Sacramentos
TSTG Schienen	 <b>Mexico</b>	<b>Italy</b>	Kaohsiung Rapid Transit Corporation (KRTC)	Railtrack	Siemens Transportation Systems Inc.
TU Berlin	 <b>Mexico</b>	<b>Italy</b>	Ming Yu Machinery Co. Ltd.	Schweerbau (UK) Ltd.	Steel Dynamics
VAG	 <b>Mexico</b>	<b>Italy</b>	San Lien Technology Corp.	Serco Docklands Ltd.	Siemens Machine Tools Corp.
VBL Ludwigshafen	 <b>Mexico</b>	<b>Italy</b>	SGS Taiwan Ltd.	Siemens	South West Trains
Würzburg Straßenbahn	 <b>Mexico</b>	<b>Italy</b>	Taiwan Railway Administration	South Eastern Trains Ltd.	South West Trains
 <b>Greece</b>	 <b>Mexico</b>	<b>Italy</b>	 <b>Thailand</b>	SPT Underground Railway	Union Pacific Railroad Company
Athens Metro	 <b>Mexico</b>	<b>Italy</b>	Siemens	Tata Steel Rail	Utah Transit Authorities
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STASY	 <b>Mexico</b>		 <b>United States of America</b>	Tube Lines Ltd.	Valley Transportation Authority
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GSE Limited	Hong Kong Institute of Vocational Education	 <b>Japan</b>	Istanbul Ulasim A.S.	WMATA	Wabtec
Hong Kong Railway Corp.	Jet Leader Cargo Service Ltd.	 Akebono Brake Industry	American State Steel Foundries	ABC NACO	Venezuela
KCR&Kowloon-Canton Railway Corp.	Central Japan Railway Company	East Japan Railway Company	Ansted Rail	Amtrak	Caracas Metro
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Fugro	Hitchhi	NBS	BART	BC-Rail	
Maxlab	JR Hokkaido	Oslo Sporveier	Bethlehem Steel Corporation	BNSF	
 <b>Hungary</b>	JFE	JR Kyushu	Booz Allen & Hamilton Inc.	British Columbia Rapid	
Stvan Szechenyi University	Kawasaki Heavy Industries	Keihan Electric Railway Co. Ltd.	British Columbia Rapid	Capital Metro	
Siemens	Kobe Electric Railway	Korimoto Ltd.	City of Edmonton	CSX Railroad	
Alstom	Kyoto Municipal Transportation Bureau	Kotsu Transport Construction	Dart		
 <b>India</b>	Nabtesco	Nippon Senro Gi Jyutsu	ENSCO Inc.		
Bhilai Steel Plant	Nippon Kikai Hosen K.K.	Nippon Steel Corporation Yawata Works	Evraz NA		
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Bangalore Metro Rail	Indian Railway	RDSO	GE Transportation Systems		



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With 20 years of international experience, approximately 40 employees, a representative office in China and local agents in more than 50 countries, Greenwood Engineering is the leading manufacturer of highly specialised measuring equipment for monitoring and condition surveys in the global road and railway sector.

The wide product range spreads from the handheld and lightweight MiniProf units for measuring and analysing the cross sectional profile of train wheels, rails and brakes to the big-size Traffic Speed Deflectometers (TSD) for network level bearing capacity measurements on roads while driving at normal traffic speed.

Since the establishment of Greenwood Engineering in 1992 by Leif Grønskov, the basic premise for all marketed products has been an uncompromising high technological level, a wish to be at the frontier in the business and to present top of the range solutions operating with the least disturbance to environment and traffic and with the highest safety to the user of the equipment.

With thousands of various measuring systems distributed and used all over the world, Greenwood Engineering has a strong position on the market with continuous focus on maintaining a close relation to the customers and developing the products in an on going process to keep and always strive to reach an even higher technological level.



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# TAB L.

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## MOE Inventory



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## FIRST TRANSIT PROPOSAL

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## Maintaining Inventory Levels

*The offeror shall explain how it plans to maintain 6 months of inventory levels*

First will use its considerable knowledge and experience in ensuring that we meet all DCTA's requirements in maintaining MOE Inventory levels.

What DCTA Requires	Compliance	Demonstration
Maintain 6 months of inventory levels for maintenance of equipment	✓	Use of Infor EAM to managed and control inventory levels. Creation of Supply Chain and use of Supplier Relationship Management to ensure that supplies (including from outside USA) are maintained
Submit annual inventory assessment report	✓	Use of Infor EAM and Warehouse staff to ensure complete
At end of contract turn over 6 months of inventories to DCTA	✓	Use of Infor EAM to ensure inventory levels are maintained throughout the contract ensuring 6 months level maintained at all times

The following document outlines our comprehensive approach to managing inventory and our use of the Infor EAM system to control material management for preventative and unscheduled maintenance. We also detail our approach to supplier relationships, supported by a range of case studies to deliver improvements.

## Material Management

First will be responsible for the procurement of all materials, parts and services unless otherwise provided by DCTA. We have considerable experience within our rail operations in managing inventory and ensuring that we always have sufficient material available to ensure daily operation without equipment being out of service waiting for parts or material.

### Inventory Plan

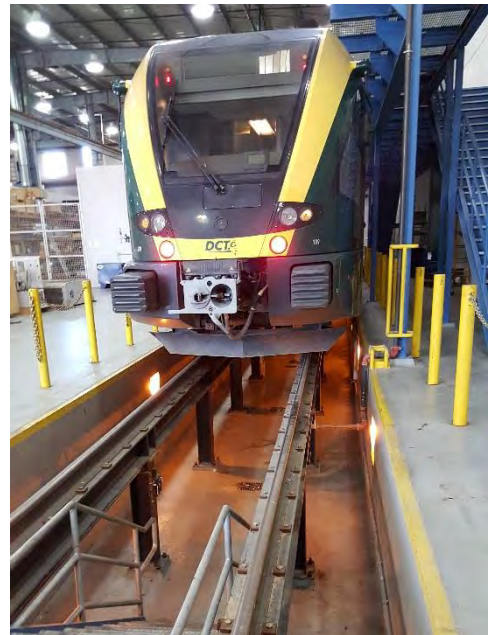
First will develop and obtain DCTA approval for an Inventory Plan which ensures sufficient inventory for the successful operation and maintenance of DCTA assets including revenue and non-revenue equipment and right of way. We will ensure that we maintain 6 months of inventory levels across MOE as required by the RFP. We will store, secure, account for and dispose of

DCTA provided materials in accordance with applicable regulatory and DCTA policies. Our Maintenance and Quality Manager, Brian Carroll, will have responsibility for ensuring that Inventory levels are maintained at the required levels.

Our Inventory Plan will include plans to ensure that adequate inventory levels are maintained of consumables, line replacement items repairable and fuel. As part of our lean maintenance introduction Brian will ensure that Preventative Maintenance Kits are created for each Planned Preventative Maintenance event prior to the vehicle being stopped for the maintenance. This ensures that the technicians have all the parts to hand when working on the vehicle saving time.

## SOURCING OF PARTS

First recognizes that the A-train units are constructed in Switzerland using material sourced from within Europe. Our review of the supplied Maintenance Plan shows that many of the suppliers of Original Equipment Manufacturer (OEM) material for these vehicles have supply chains in the USA which will ensure prompt delivery of required parts and material. However, there are still a number of OEM suppliers who are primarily European based (e.g. Triban AG in Austria for traction motors and generators). First will use our European supply network to maintain contact with these suppliers, as well as using the leverage of the size of FirstGroup purchasing (for example across all businesses and transportation, FirstGroup is a major customer of both Cummins and Knorr Brehne) and ensure continuity of supply.



## OBSOLESCENCE

Through our procurement process First will be able to quickly identify any parts which are becoming obsolete and consequently unavailable. This will allow us to develop mitigations and strategies before we are unable to source that part. Once we have identified that there is impending potential problem, we will in the short term ensure that we hold sufficient inventory while we identify and develop a longer term solution which could be an alternative equivalent part or an engineering solution involving redesign of the vehicle or system. In rail we have had experience over the years and have always developed solutions to ensure continuity of operation. For example, First led the industry with replacing the existing obsolete engines and generators on our locomotives fleet with an alternative MTU engine and generator. In Hull Trains we sourced a replacement control unit for the cooler group when the original ceased to be supported and manufactured by the OEM.

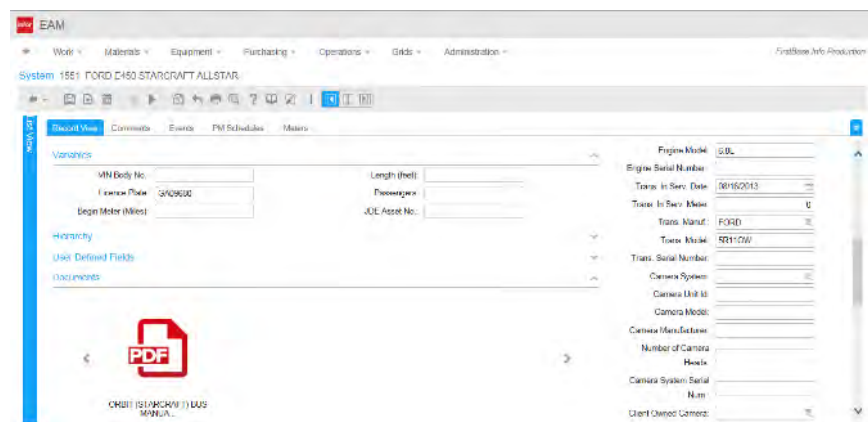
## COLLABORATIVE RELATIONSHIP

Within our Rail division, we have built a supportive, collaborative relationship with Stadler. This relationship will ultimately be similar to those we have already established with other manufacturers. We have visited the Stadler factory in Switzerland on a number of occasions and hold regular technical meetings with them.

First would build on this relationship to support our activities in connection with the vehicles operated by DCTA. A key part of this relationship will be to ensure continuity of supply of material and ensuring that areas of obsolescence are identified and addressed before they have an impact on the operation of the vehicles. With significant European purchasing experience and access to alternative suppliers, First is confident we can access all the parts required and ensure access to all required inventory items on a timely basis.

## Inventory Management System

We will ensure that all material and parts are received through our Infor EAM inventory management software. We will update the Inventory Management system when we issue material for use, recording to whom it was issued and to which vehicle or asset it was issued to.



We will then utilize the capabilities of the system to maintain adequate stock levels, which will ensure that there are no delays to repairs or services for all revenue vehicles, MOW, and signalling equipment, as well as ensuring that we maintain the required 6 months of inventory level. For regular stock items, such as consumables, the system will automatically generate orders for replacement when the stock level falls to a pre-determined reorder point, which will have been set on the basis of known lead-times for replacement parts and usage rates. In setting the reorder points in Infor EAM inventory management system, we will take account of the lead-times and delivery timescales (for those items being dispatched from Europe) to ensure that six monthly stock levels for materials, in particular consumables, required by DCTA are maintained.

The Maintenance and Quality Manager, Brian Carroll, will provide an annual inventory report for DCTA review and approval, including the location of all DCTA provided property or assets, to be completed no later than June 30 each year. This will demonstrate that we are maintaining 6 months of inventory level.

## DISPOSAL OF PARTS

Contingent upon DCTA's written approval, Brian will dispose of or recycle any part which DCTA has designated as scrap, surplus or obsolete, and ensure that any proceeds are returned to DCTA.

## WARRANTIES

First will manage warranties and claims filed against them, ensuring that we comply fully with the terms of every warranty on DCTA assets and property used in the delivery of this contract. In our UK rail operations, we have experience of successful management of warranty of equipment and material. Our preventive maintenance plans and any unscheduled maintenance are performed in light of manufacturers' and supplier's specific requirements for material under warranty.

### *Inventory Levels During Mobilization*

We note that DCTA has advised that there is currently only three months of inventory available, but have required six month inventory to be available during the contract term. Also during the mobilization period the incumbent contractor will continue to maintain the vehicles to the existing standards, which will involve the use of inventory.

We will work with DCTA and the incumbent contractor to establish the current inventory levels and determine what additional inventory is required during the mobilization transition period. We will place orders during the mobilization period to obtain the additional items to bring the inventory to the required levels within six months of the commencement date. We will also work with DCTA to ensure that during the mobilization period the inventory is maintained at existing levels.





## Organization of Warehouse

During the Mobilization period we will review the layout of the Warehouse. On our site visit we identified that significant improvements in storage, access and management of parts can be quickly introduced to improve OMF efficiency. We will introduce a physical storage system which ensures that the warehouse presents a tidy, well ordered appearance at all times. As illustrated in the 'Before and After' picture, First's use of the 5S Principles keeps our shop and inventory well

organized for efficient use and accurate reporting.

The layout will also ensure that the inventory is located in such a way that it is easy to locate an item at any time (the location of the item will also be

recorded within the inventory management system). This will ensure that all inventory is safe, secure and maintained in good order.

BETTER  
journeys  
FOR  
LIFE

### Progress – Stores

Before



After



### 5S PRINCIPLES

- Sort – Eliminate whatever is not needed
- Straighten – Organize whatever remains
- Shine – Clean the work area
- Standardize – Schedule regular cleaning and maintenance
- Sustain – Make 5S a way of life

## Infor EAM to Manage Stock Levels

### INVENTORY CONTROL

To achieve our goal of providing exceptional customer service, we must have a well-maintained and reliable fleet available. Having the right parts on hand to address preventive maintenance and unscheduled repairs is a critical part of our business operations.

We follow these principles to most efficiently manage our parts inventory:

- **Use only quality parts** – Partnerships are important to any business. We have established partnerships with Knorr Bremse, Wabtec, Cummins, Faiveley, and other OEMs. These partnerships help us maintain a proper inventory of quality parts, backed by responsive service and fair pricing. We have learnt that using OEM parts is often beneficial to maintaining safety, reliability and part life. However we recognize that this



may not always be possible, and where it is appropriate we will utilize parts from another source but ensure that they are of equivalent or better quality

- **Proactively manage stocking levels** – Our Infor EAM software allows us to accurately manage our inventory levels. Every part we have in inventory is entered into Infor EAM with a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels
- **Organized parts rooms** – All parts are received in Infor EAM, which generates a label for the corresponding part and bin. Parts are placed in bins and arranged in vehicle maintenance repair system code order
- **Scheduled inventories** – We perform cycle counts every week, whereby each location counts a percentage of their inventory to verify appropriate part quantities ensuring that all stock is counted four times per year
- **Data-driven decisions** – Decisions are based on a structured review process that includes an analysis of Infor EAM, EPM and management re-inspections statistical analysis. We will continually check CPA usage, stocking levels, parts usage, out of stock items, and unproductive inventory to improve purchasing and inventory procedures

Within Infor EAM, we set up minimum and maximum inventory levels and designate a preferred vendor. Brian will ensure that we implement processes for tracking inventory by individual part and repair which will improve stock levels.

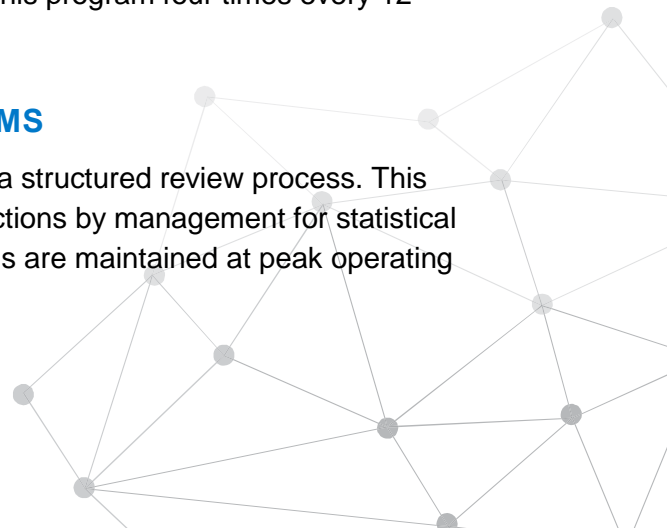
One Maintenance technician on each shift will be responsible for ensuring that material is issued to a particular car when requisitioned. They will also ensure that the Preventive Maintenance (PM) inspection kits are prepared with all material required for a particular inspection prior to the commencement of the inspection activity. They will be available to assist with receiving and unloading deliveries.

A few times per week, Brian will run a requisition function in Infor EAM to validate the max/min requirements. Infor EAM will order the amount from the preferred vendor to bring the inventory to the maximum level. Brian will review, make any adjustments, and approve the requisition, which becomes a purchase order that is sent to the vendor.

Brian will also have a program of stock inventory audits to ensure that stock levels are maintained. Each stock item will have been counted under this program four times every 12 months with a quantity of stock being counted each week.

## SCHEDULED AND UNSCHEDULED REPAIR ITEMS

Our inventory levels and controls are determined based on a structured review process. This includes an analysis of the Infor EAM system, and re-inspections by management for statistical analysis. Our proactive PM program ensures that all vehicles are maintained at peak operating condition, and that unscheduled repair items are minimal.



The continuous monitoring of our parts levels, and requisition review by Brian, who is responsible for maintaining inventory at optimized levels to account for any parts needs.

## AIR CONDITIONING PARTS AND MATERIALS

As with scheduled and unscheduled repair items, our parts inventory in Infor EAM accounts for maintaining adequate levels of all parts. Given the critical nature of the air conditioning, we will maintain the most commonly used parts in stock, which are readily available for use.

We will accomplish this by running a parts usage history report in Infor EAM. These reports will show how often a particular part or parts have been used. This information is transferred into Infor EAM's Order-Reorder system. The Order-Reorder system automatically generates an order based on a designated minimum number entered in Infor EAM's Order-Reorder system.

## CONSUMABLES

Consumables are those parts which are regularly used in the planned maintenance activities for example; lubrication oils, coolant, filters, lights, cleaning supplies, sand, brake pads, and nuts and bolts. Through our knowledge of the usage requirements in the Preventative Maintenance Plan and our experience of the vehicle, we will through the use on Infor EAM, ensure that we maintain six (6) months supply of all these items.

## LINE REPLACEMENT UNITS

Line Replacement Parts are items which once removed from the vehicle are disposable. These parts for example are; electrical switches, and elastomers. While their replacement may be required as part of the Condition Based Maintenance Preventative Maintenance and the quantities required to be kept in the inventory can be predicted, there may still be occasions when they fail out of course and require replacement. Through our knowledge of the vehicles, and the use of Infor EAM we will ensure that adequate levels of inventory are maintained so that vehicles are not out of service waiting parts.

## REPAIRABLES

Repairables are parts which once removed from the vehicle can be repaired or overhauled and subsequently refitted to another vehicle. These components could be for example; air conditioning modules, power brake controllers, and engineers' seats. We will ensure that there are adequate spares available for these components is maintained in a repaired status. We will utilize Infor EAM to ensure that we identify such repairable material and that it is either repaired on the OMF or is dispatched to a local supplier for repair and return.

## FUEL

Fuel will be purchased from our local supplier. We will ensure that all deliveries are recorded and the fuel is stored safely in the available storage facilities. We will confirm to DCTA after each delivery is completed, the quantity delivered. When our staff dispense fuel to the vehicles, they will record the quantity dispensed to each individual vehicle. We will record all this data within Infor EAM which will allow a picture of fuel usage to be developed for each individual vehicle and will also ensure that orders can be placed to replenish the storage facilities without the risk of the train service running out of fuel.

Brian will also ensure that the storage tank gauges are checked each day to allow the fuel use to be daily reconciled.

## *Method of Control*

Our Infor EAM software will allow us to accurately manage inventory and part levels. Every part in inventory will be entered into Infor EAM with a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels. All parts received will be labeled for the corresponding part and bin, to ensure organization and accuracy in our parts room. Parts will be placed in bins utilizing the two bin control methodology and arranged in vehicle maintenance repair system code order.

As part of MOE initiative the Maintenance and Quality Manager, Brian Carroll, will create preventive maintenance kits which will contain all the items of inventory required for a particular planned maintenance activity.

We continually check stocking levels, parts usage, out of stock items, and unproductive inventory to improve purchasing and inventory procedures.



We will ensure that we dispose of any material in accordance with all applicable regulatory policies and regulations. We will prepare an Environmental Hazard Procedures Manual for DCTA approval which addresses all uses of hazardous waste and materials on DCTA property. Brian will be responsible for ensuring that the manual is kept up to date and complies with all applicable local, State, and Federal environment laws and regulations. Brian will ensure that copies of the completed waste management documentation, including material handling, manifests, bills-of-lading, weight slips, and receiving facility receipts are kept on site with copies provided to DCTA.

## MANAGING STOCK FOR ALL ACTIVITIES (INCLUDING MOW)

The system and processes introduced for MOE material will also be utilized to maintain MOW inventory levels ensuring that adequate inventory is maintained at all times. The MOW inventory will be stored at the OMF allowing the warehouse to manage inventory levels

## Warranty Enforcement, Claims, and Repair Procedures

Infor EAM allows us to easily track warranties, recall campaigns and related parts data, providing tremendous flexibility in managing warranty data.

All Technicians (QMP) and Warehouse staff will confer with the Maintenance of Equipment and Quality Manager about repairs, parts or components that may be eligible for warranty coverage. Accurately and efficiently managing warranty claims improves the overall financial performance of the company, which is one of the primary obligations we have to our clients.

Managing warranties and claims filed against those warranties is something we pursue with the help of our part manufacturers and vendors. Our preventive maintenance plans and any unscheduled maintenance are performed in light of manufacturers' specific requirements for vehicles and components under warranty. For example, at ScotRail our prudent management of warranty resulted in an improved success rate for claims.

Infor EAM is a highly flexible program that is customized for each maintenance location. We are able to track parts expenditures, warranty information, and other maintenance and repair data, which is then reported back to management and the DCTA.

Our software helps us track warranty information based on the following methods:

- Warranty cycle
- Part warranty claims
- Forcing a warranty
- OEM warranty claims
- Overriding warranty
- Reviewing warranty claim status

First, will implement a clear warranty procedure. This will ensure that all staff are clear about their roles, responsibilities and accountability in ensuring that all warranty is successfully managed. This will require the technician to identify that component which could be subject to a warranty claim; he will ensure that the item is quarantined with the warehouse staff being advised to return it to the supplier in accordance with the procedure. We will ensure that all the necessary information is available and completed prior to the components return. The

WORK INSTRUCTION  
(Old Oak Common Depot)  
WARRANTY AND  
DEFECTIVE MATERIAL

First Great Western

ENG-4001-10-00  
Issue No. 2  
Date 30 June 2012  
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FGW ENGINEERING  
QUALITY PROCEDURE

**WORK INSTRUCTION (Old Oak Common Depot) WARRANTY AND DEFECTIVE MATERIAL**

**1 RESPONSIBILITIES**

Materials Engineer Finance Department	Depot Engineering Technicians	Stores Group Manager Stores Team	Production Manager Production Staff
--	-------------------------------	-------------------------------------	--

**2 APPROVAL & AUTHORIZATION**

Authority	Name	Signature	Post
Owner	A Akram		Depot Engineering Manager
Originator	N Tavin		DEM Technician
Reviewer	P Asif		Materials Engineer
Authorised	D Farry		Depot Manager

Warehouse staff will record the components status in Infor EAM. The processes adopted for undertaking maintenance will ensure that all staff complete tasks on the vehicle in such a way that they do not void any potential warranty claim and preserve all applicable warranties. Brian will ensure that all staff are fully conversant with the procedure. Labels will be applied to all components when they are removed from a vehicle which will make easy tracking of the component and ensure it is not misplaced prior to a warranty claim.

Brian will monitor and report on progress with any warranties. He will also as necessary attend component strip downs and investigations and review all claims with the suppliers. Brian will ensure that maintenance management software is used to record and report on warranty repair information on a daily basis. We will ensure that DCTA is promptly notified of actions being taken to enforce warranty.

## *Environmental Impact*

### RESOURCES

We work with Strata Environmental, an industry leader in environmental compliance assistance, across the whole of First Transit to provide guidance for the safe storage and disposal of inventory to meet all environmental requirements and legislation. Strata has proprietary software – Environmental Information Organization System (EiOS) – to help us track, organize, and report pertinent environmental information.



### ENVIRONMENTAL INFORMATION ORGANIZATION SYSTEM (EiOS)

It is our policy to maintain full compliance with all Federal, state, and local environmental regulations and reporting requirements. Accurate recordkeeping is critical to documenting our compliance. EiOS provides a single repository for the majority of environmental compliance documents required to be maintained on-site. EiOS systems have been customized to meet our needs, and staff have full online access to compliance documentation and training modules.



Some of the information available through EIOS includes:

- Material inventory, including chemicals stored on-site
- Material safety data sheets obtained by Strata Environmental
- Emergency contact information
- Spill prevention, control, and countermeasure plans
- Environmental and safety training modules
- Permit information
- Waste storage information
- Information on spills and releases that have occurred on-site
- Records of past inspections and audits
- Facility maps and photographs

## **MATERIAL SAFETY DATA SHEETS**

Material Safety Data Sheets (MSDS) document the properties of a particular substance. They provide workers and emergency personnel with procedures for handling or working with substances in a safe manner, and include information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill handling procedures. All MSDS sheets will be available electronically.

## **WASTE MINIMIZATION AND MANAGEMENT**

Strata Environmental maintains data on the current rate of waste generation for each of our locations, and will do so for this contract. They actively work with us to find ways of minimizing the volume of hazardous waste we generate. In fact, Strata has been effective in eliminating nearly 95 percent of the hazardous waste generated at our facilities by introducing new parts washer technologies for our maintenance shops. The new technology filters oil that is entrained in our petroleum-based solvent, virtually eliminating the liquid waste stream from our parts washers. In addition, Strata has helped us develop procedures to eliminate the use of all chlorinated solvents in our shops, minimizing the exposure of our employees to these chemicals and eliminating the potential for cross contamination of other non-hazardous waste streams.

## **SPILL AND RELEASE RESPONSE AND REPORTING**

We have several standard operating procedures (SOPs) for maintaining environmental compliance at our premises, including an SOP regarding spill and release response and reporting. In the event of a release or spill of petroleum or a hazardous substance, this SOP defines the roles and responsibilities of our staff, and the notification procedures and response actions to be completed by on-site personnel. On-site personnel are provided with a toll free number to report all spills with in North America. The calls are routed through ERTS



(Emergency Response and Training Solutions) who then dispatch a pre-qualified emergency response contractor to the scene to mitigate the spill. All details of the incident are reported to appropriate managers via real time email notifications which include updates on the progress being made to mitigate the spill.

## CHEMICAL INVENTORY MANAGEMENT AND REPORTING

We maintain a detailed database of the chemical inventory at each of our operating locations. This data is gathered by Strata Environmental and is updated annually as part of the Emergency Response Community Right-to-Know Act (EPCRA; a.k.a. SARA Reporting) compliance and reporting process. Wherever required, Strata prepares and files appropriate SARA Reports for the required chemicals at each First location.

With the help of Strata, we have developed a standard list of approved chemicals that can be safely used in our maintenance shops. Each of the approved chemicals has been evaluated by our staff and designated as approved in the EiOS database. EiOS also includes an MSDS for each company-approved chemical as a backup for OSHA MSDS compliance.

## DISPOSAL OF MATERIALS

We will ensure that we dispose of any material in accordance with all applicable regulatory policies and regulations.

The Maintenance and Quality Manager, Brian Carroll, will ensure that all regulated hazardous materials (for example oils, lubricants, fluorescent light bulbs, batteries, refrigerant) are disposed of through a properly certified and licensed hazardous materials disposal contractor. All battery disposal and storage sites shall be in accordance with OSHA regulations and disposal shall commence one week after removal and completed within 60 days. Brian will obtain written approval from DCTA of all hazardous material disposal sites disposal services suppliers which are utilised.

Brian will take immediate action to ensure we comply with all applicable laws and permit conditions concerning the release of any containment on or along DCTA property of hazardous waste or material. We will ensure that we advise DCTA immediately of any hazardous material spills and arrange containment and clean-up of the spill.

All hazardous material will be appropriately stored in agreed areas with DCTA and in containers which meet all applicable Federal State and local requirements for labelling, storage, disposal and transportation.

## Supplier Relationship Management

To support our Material Management across all our businesses, First has a policy of working closely with all suppliers and stakeholders at all levels. First's reputation, size and commitment to deliver excellence has enabled constructive and productive relationships to be fostered. This has achieved many results over the years not only in price but also quality, reliability and innovation. For example our relationship with Unipart Rail has led to price reductions on components and joint development of new alternative components (for example improvements to air conditioning equipment).

Within First we have worked directly with Cummins Diesel to successfully resolve issue and problems that we were experiencing with the diesel engines fitted to some of the buses which we operate and similarly in the UK to resolve problems with power units fitted to our three (3) car Siemens Desiro DMUs. We have also used our relationship with Allison Transmission to make improvements to the transmission resulting in energy efficiency benefits.

First has a structured approach to supplier and partner engagement, whereby local relationships are supported by our wider Group Supplier Management Relationship (SRM) Program. First has obtained BS 11000 (being developed into an international standard ISO 11000) accreditation for its core SRM program and the application of its core program with a number of its strategic suppliers. We have recently been successfully reaccredited.



First's Supplier Performance Management program is used to monitor the overall performance of our subcontractors and key suppliers. We start the program by ensuring there is defined line of communication between ourselves and our supplier, identifying an individual Contract Relationship Manager within each organization to act as the single point of contact.

We then establish the Key Performance Indicators (KPIs) we want to measure the supplier against; our Group Procurement team works with our local businesses to develop a scorecard containing the Key Performance Indicators (KPIs) that measure important areas of the supply relationship (for example material delivered on schedule, number of warranty claims resolved within a certain time etc.).

Quarterly Performance Management Review meetings monitor the supplier's delivery against their KPIs and also our relationship with the supplier. These meetings are led by our Contract Relationship Manager, supported by our local businesses, and attended by the supplier's Contract Relationship Manager and senior directors.

In advance of the meeting, the supplier is scored against each KPI and, depending on the score, is graded red, amber or green (RAG). The RAG status of this scorecard is then reviewed

at the meeting. When the score is red, the supplier is expected to produce a Performance Improvement Plan (PIP) to rectify the deficiency, which is measurable and over an agreed time. Our Group Procurement team will monitor the delivery of the PIP through separate review meetings.

In addition, the quarterly meeting is used to review our supplier relationship using Voice of the Customer (VOC) surveys where each of our local businesses gives feedback on areas the supplier is good at, areas the supplier is bad at, and areas where the supplier can improve.

Our local businesses also hold regular review meetings to address any local issues and problems. Within the DCTA contract this will be led by the Maintenance and Quality Manager, Brian Carroll. If these cannot be resolved, then they will be escalated to Group Procurement for assistance in reaching a satisfactory resolution. For example, our First Hull Trains operation was experiencing problems with a supplier of overhauled components; as they could not resolve it locally, Group Procurement provided support to achieve a final successful resolution.

Similar support would be provided to our local management team for A-train in managing suppliers of material and services. This structure will ensure our suppliers deliver against their KPIs, and develop and implement Performance Improvement Plans to rectify any issues.

One of the risks with material for the operation of railway vehicles is obsolescence. While initially the age of the A - train stock will mean that this is not an issue (in particular as it is understood these types of vehicle are still manufactured), we will use the Supplier Relationship we develop with Stadler to identify early any obsolescence issues so that solutions or alternative material can be identified and obtained before it becomes a major problem. We would ensure that DCTA were involved and aware of the issues and their resolution at all times.

## *The Benefits of SRM and Sharing Best Practice*

The success of our Supplier Relationship Program is shown in the strong relationship we have with our subcontractors and suppliers and the benefits SRM has delivered in, for example, the following areas:

- Value Improvement Projects (VIPs)
- Performance and life extension
- Innovation

Examples of these are illustrated in the following case studies which also demonstrate how we work closely with OEMs like Stadler:



## Value Improvement Projects (VIPs)

### UK Rail Value Improvement Projects – Estimated Value £1.3m per Annum

Three Value Improvement Projects (VIPs) have been completed and implemented by UK Rail with Unipart, Alstom and Bombardier, giving savings of circa \$1.76m, of which 61% is cost savings and 39% cost avoidance. The most significant VIP, implemented with Unipart Rail, covers streamlining First's traction and rolling stock supply chain, delivering savings of \$860k in the first year.

## Performance and Life Extension

### Unipart Support for ScotRail at Haymarket Depot – Estimated Value £76m

When FirstGroup took over the ScotRail contract, the performance of the fleet based at Haymarket Depot in Edinburgh was averaging 12,000 minutes delay per Period (MAA) and was highly variable from Period to Period. The previous contractor had concluded that Haymarket was a lost cause and that the only realistic option was to build a new depot in Glasgow. Not only was Glasgow in a poorer location from an operational perspective, but the cost of construction was estimated at \$45m. In our bid for ScotRail, we decided to retain Haymarket and turn around its performance.

Through a corporate partnership with Unipart, specialist production advisors installed a Performance Management Centre, which provides visualization of key processes on wall-mounted boards. This was carefully tailored to the needs of the Production Managers and Team Leaders and covers areas such as defect tracking, materials shortages and condition monitoring of engines. The Centre was located close to the shop floor, and it was soon found that staff were consulting the information and using their own initiative to repair faults on the trains.



In just seven Periods, the Period delays had been reduced from 14,500 minutes to 5,500 minutes – a 62% improvement compared to initial estimates by consultants that a 3% year on year improvement was the best achievable. The annual value of this reduction in impact

minutes was circa \$5.4m, equating to around \$58m over the life of the FSR franchise.

Without the partnership with Unipart it is highly likely that \$45m would have been spent on the construction of a depot in the wrong location and a performance benefit valued at \$58m would not have been achieved. In addition, further benefits were obtained through the roll-out of the approach adopted at Haymarket across the other ScotRail depots.

## Hull Trains Class 180 Performance Improvement – Estimated Value £5.4m

Performance of the Hull Trains 5 car Alstom DMU fleet resulted in many days of service cancellations. This reached a low point in 2011 when there was only one serviceable unit available, a total of 124 cancellations were recorded during Periods 3 and 4 and fleet reliability was around 10,000 miles between an incident causing a delay to the service of 3 minutes or greater. Alstom (the train manufacturer) viewed further involvement as a serious reputational risk and Angel Trains (the train leasing company) was anxious to avoid any additional expenditure.



Following extensive work to build stronger relationships with both parties, Angel made significant investments to fund modifications and additional spares and Alstom made a key corporate decision to apply the skills they had developed in supporting a very similar 3 car Alstom DMU fleet through a new spares and technical support agreement. Without this level of commitment from both Angel and Alstom it is highly unlikely that the transformation to current levels of performance, with a 3 Period average of 23,617 miles between an incident causing a delay to the service of 3 minutes or greater at Period 3 2015/16, could have been achieved.

These performance improvements enabled the Hull Trains Track Access Agreement to be extended beyond the end of 2013. The business benefit projected from this extension up to the end of the current financial year is circa \$6m. Reductions in delay minutes from an average of 3,332 to 1,388 per annum, combined with a reduction in cancellations from an average of 100 to 47 per annum has an estimated value of approximately \$1.4m between the beginning of 2014 and the end of 2015/16.





## Innovation

### Siemens EcoMode development for TPE – Estimated Value \$15m

EcoMode resulted from a collaboration between TPE and Siemens immediately after the introduction of the 3 car Siemens Desiro DMU fleet in 2006-2007. The Manufacturing and Supply Agreement, which governed the introduction program, set requirements for fuel consumption of the new trains and defined a balanced incentive / remedy regime where actual consumption was better or worse than target.

TPE prompted discussions with Siemens about the power surplus inherent in the 3 car Siemens Desiro DMU's design. The EcoMode project resulting from that discussion drew on Siemens' technical capabilities to determine the optimum use of the engines and drive trains on the 3 car Siemens Desiro fleet, and on TPE's planning and operational expertise to evaluate the performance and timetable implications.

The technology upgrade applied to the train as a result of this work was badged "EcoMode"



and involved the facility, subsequently automated, to run with one of the three engines on each unit switched off, working the other engines at more efficient points in their operating envelope and delivering the required power more economically. EcoMode also switches engines off more

promptly when the trains are idling at station locations to avoid unnecessary static fuel consumption.

The Siemens / TPE team subsequently did further work to refine EcoDrive protocols, which defined the general driving style and some geographically specific power-setting, coasting and braking rules which made best use of the EcoMode technology on the trains. This was deployed into the Driver cadre, with the dual incentive of a further technical enhancement that gave Drivers a 'Speed Set' function, acting as a form of cruise control, and the launch of the first of a progression of EcoDrive competitions which sought to create incentives to drive economically.

The initial application of EcoMode to 3 car Siemens Desiro DMU operation yielded fuel consumption benefits of 7% relative to the forecast rate, and adding EcoDrive to the package increased the saving to 11% from forecast. From the first deployment of EcoMode in mid-2007 to the present day, the combined effects of EcoMode and EcoDrive have attained savings of circa \$15m relative to the forecast expenditure on fuel.



## *Sustainable Procurement*

For First, sustainable procurement is an approach to supply chain management that seeks to actively manage and minimize the negative economic, social or environmental impacts from the sourcing of goods and services, while also maximizing the positive impacts wherever possible.

Our commitment to sustainable procurement is reflected in our organizational and procurement policies (including our Corporate Responsibility Policy, Procurement and Supplier Management Policy, and Supplier Code of Conduct) which require us to:

- Seek to ensure that goods and services are from sources that do not jeopardize human rights, safety or the environment
- Expect suppliers to adhere to business principles consistent with our own (suppliers are expected to adopt and implement acceptable safety, environmental, product quality, product stewardship, labor, human rights, social and legal standards in line with our Supplier Code of Conduct)
- Seek to work with suppliers to develop long term, meaningful relationships that benefit both parties with the aim of improving the quality, environmental performance and sustainability of goods and services
- Make purchasing decisions based on a Whole Life Cost model and not on the purchase price alone

## Ensuring Efficient MOE

Our experience and processes will ensure that we maintain Inventory levels at the required six months level. With the introduction of key relationships with our suppliers, improved storage arrangements and documented environmental procedures for storage and disposal, Inventory Management will be world class for the A-train with First as DCTA's contractor.



# TAB M.

## Maintenance of Way



TAB M.  
MAINTENANCE OF WAY

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## FIRST TRANSIT PROPOSAL

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### Approach to Maintenance of Way

This tab highlights to DCTA our team's approach to Maintenance of Way (MOW), identifying how we manage, maintain and provide staff for MOW services. These MOW services will include maintaining track, right of way (ROW), stations, building and structures, while also inspecting and maintaining bridges, culverts and overpasses. The table below outlines the general layout of this tab, summarizing DCTA requirements relating to the provision of MOW and demonstrating how we will comply with and exceed such expectations.

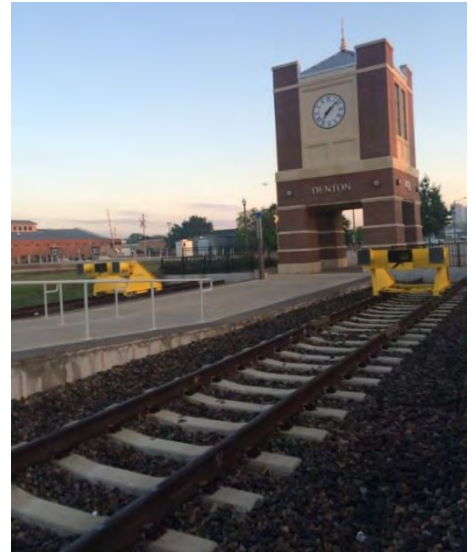
What DCTA Requires	Compliance	Demonstration
Manage, Maintain, & Provide Staff to perform MOW Services	✓	First's Life Cycle Management, based on Reliability Centered and Conditioned Based Maintenance will ensure that all aspects of MOW are maintained at the highest quality standards and in a timely manner
Track, Right of Way, Building and Structure Maintenance	✓	First and RGPC will provide comprehensive maintenance for the safety of the system and asset protection
Compliance with DART's Storm Water Pollution Prevention Plan (SW3P), Municipal Separate Storm Sewer Systems (MS4) requirements.	✓	A key component of our employee safety and training, all First DCTA staff will comply with SW3P and MS4 requirements
The Contractor shall perform the MOW Services in a timely manner	✓	As included in our CBM program, First will accurately track the condition and inspection cycles of all MOW services to provide timely preventive maintenance
The Contractor shall maintain and make available to the DCTA, upon request, all of its records and reports concerning inspection and maintenance of the system and shall deliver such records to the DCTA at any time requested and at the end of the Contract.	✓	All maintenance records and reporting will be completed through our Infor EAM, providing complete transparency for all aspects of Maintenance of Way
Inspect & Maintain Bridges, Culverts, pedestrian overpasses, & Structures	✓	First and RGPC will fully support DCTA's Bridge Management Program (BMP) in compliance with 49 CFR 237.51 & 237.53

## Maintenance of Way Approach

*What is the offeror's approach to maintenance of equipment and facilities?*

Our maintenance strategy is based upon the principle of Life Cycle Maintenance (LCM) utilizing Reliability Centered Maintenance and Condition Based Maintenance (CBM). The key fundamentals of our maintenance program are:

- Qualified and well trained staff
- Standardized work procedures
- Application of Lean Maintenance (5S, process mapping)
- Capture and analysis of the track and track components, switches, ties
- Capture and analysis of service failures and defect data
- Tracking and analysis of Material usage
- Asset management
- Running repairs
- Compliant with all federal and state regulatory requirements.



To deliver the above, First has partnered with Rio Grande Pacific Corporation (RGPC). This ensures that from day one we will provide an FRA-compliant, proactive preventive maintenance program to maintain the DCTA Maintenance of Way availability requirements discussed in Tab E. Inspections and repairs will follow standardized processes derived from industry best practices across our operations.

Our approach enables First to deliver the DCTA specified KPI for availability. Standardization is delivered through the implementation of standard operating procedures (SOP's) coupled with our quality and lean programs,

Given the nature of commuter railroads and shared track, there are also other operators that must be considered. For example, in addition to DCTA's A-train, the Dallas, Garland and Northeastern Railroad (DGNO) operates a limited number of freight trains on the lower end of the corridor. First and our partner RGPC have over 25 years of experience of running trains on shared track and joint use of facilities.

Working together as a team, First and RGPC's initial approach will be to adopt the current preventative maintenance for the ROW. This will include inspection cycles, processes and practices, testing, and maintenance documentation. During mobilization we will review the existing documentation, information and methods of working to ensure that they reflect industry best practice and comply with FRA requirements.



First and RGPC will provide all the necessary labor and equipment to perform the routine, program, and emergency track and signal inspection and maintenance services in a safe and efficient manner. This diverse partnership allows for the best of both maintenance practices to be adopted, and ensures the First team can deliver superior, safety-conscious services to DCTA and its riders.

## MOW Experience

In First's rail businesses, infrastructure contracts are effectively structured and deliver continual improvements in cost, performance, and safety. First is highly experienced in managing and closely working with contractors to deliver reliable infrastructure, while proactively challenging delivery to support performance improvements.



For example, the cost of running our GWR railway (the amount spent on infrastructure related operations and maintenance) has been reduced by 32% over the past 10 years. This has been achieved through innovation, introducing new technology, and improving how work is delivered. In addition, the number of GWR service delays has consistently decreased and are now, on average, 40% fewer than in 2006/07. In addition, we consistently champion projects to enhance the infrastructure to improve safety, capacity, and performance. As a result, First has considerable experience in procuring and delivering major infrastructure projects. Our extensive infrastructure knowledge encompasses:

- Base plan development
- Capital MOW plan
- Routine and reactive maintenance of track and structure
- Maintenance of signal, communications and systems
- Third party projects
- Standards and record keeping
- Infrastructure Inspections
- Ordering and storing of parts

We work proactively with infrastructure maintainers to manage maintenance safely and efficiently, and to ensure that the impact on train service delivery is minimized. In the event of a right of way delay, we review the incident to identify root causes and action plans to mitigate future occurrences. Plans are agreed annually and delivery is monitored monthly.

## RIO GRANDE PACIFIC CORPORATION (RGPC)

For purposes of this contract, RGPC, managed by our MOW Manager Ricky Waynes, will maintain all existing MOW assets, including structures and facilities within the ROW. As an added resource to our DCTA operations, Mac Andrade, First Group's Director of Infrastructure, will provide corporate guidance on maintenance of way and implementation of new rights of way projects. Mac will provide an oversight and advisory role in the mobilization and operation of the DCTA services, as well as support Ricky and our GM, Tom Tulley. Mac has a long and extensive infrastructure maintenance career with Network Rail; he is an industry leader in managing all aspects of design, planning, development, construction and subsequent maintenance of all types of multi-user railroads.

RGPC's corporate team is available to support the DCTA MOW team. The firm's senior management team represents an outstanding wealth of railway experience that spans several decades. This team will be available in any instance to assist, consult and advise on a number of situations, from normal maintenance to emergency response and remediation.

- Richard Bertel – Chief Executive Officer
- Robert Bach – President
- Ralph Crouch – Director of Engineering
- Matthew Mattiza – Assistant Engineer
- Mitch Harris – Director of Safety & Compliance
- Taylor Kelley – Lead Safety Trainer
- Linda Pollard – Manager of Purchasing

This team has successfully operated, maintained and supported the needs of four railroads traversing more than 450 miles of trackage for over 25 years. RGPC is built on efficiency which leads to success. The knowledge and experience of maintaining various railroads, where every spike and tie is counted, and resources are efficiently used to their full extent, parallels the DCTA model for success.

## THE BENEFITS OF COMBINED OUR EXPERIENCE

Combined experience in construction, maintenance and engineering, and the mutual investment in the safe and efficient operation of existing right of way (ROW) maintenance, gives First and RGPC a unique perspective regarding capital expansion and construction projects unmatched by its industry peers. With our partners we will engage a group of seasoned employees to perform track inspection, track maintenance, right of way maintenance, station maintenance and all other tasks as required by the RFP.

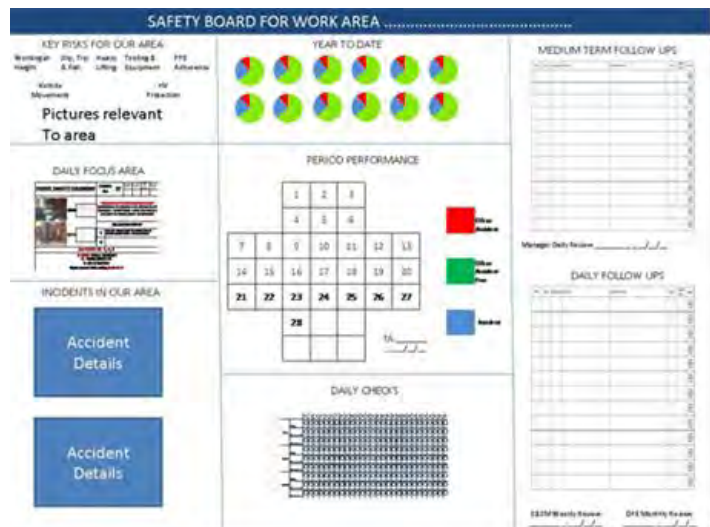


## Health and Safety

First will develop a ROW Health and Safety Plan that ensures, promotes and maintains a healthy and functional shop environment. This will clearly indicate a heightened focus on organization efficiency and a positive 'Safety Culture.' At our maintenance locations significant improvements in safety have been realized through the introduction of the Injury Prevention Process. However, the drive toward 'Zero' injuries is and must be relentless, especially in a workshop environment where the risk of personal injury is greater. The ROW health and safety plan is based on the following concepts:

- Green Cross – a real time visual indicator of safety achievement
- Self-Check S.T.A.R. – Stop, Think, Act, Review
- Don't walk Past – Nothing is more important than Safety
- Engagement – Safety is the right and responsibility of all employees. However, in order for all staff to adopt these responsibilities they must be fully engaged
- Process – ensuring commonality of approach across functions
- Real Time – Information relating to safety must be displayed openly and in real time
- Recognition – employees are recognized and encouraged for achievement

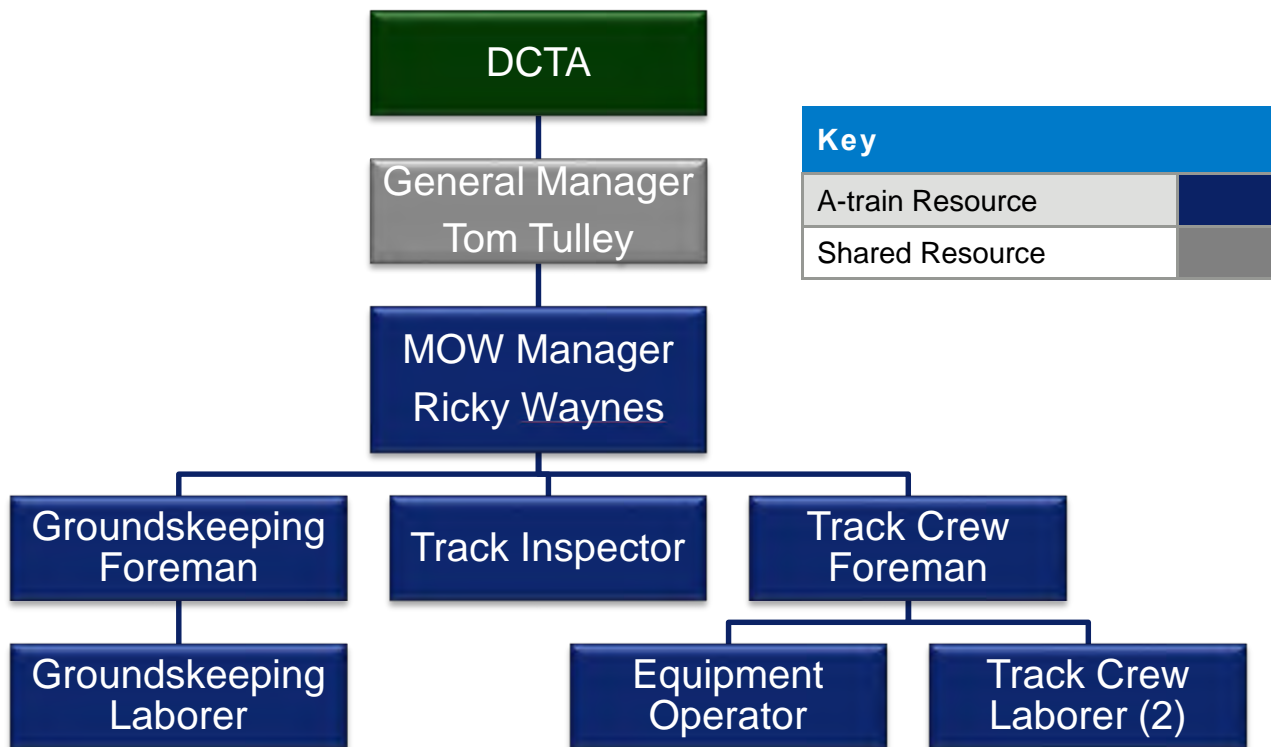
We will incorporate elements of First safety policies and strategies into this ROW Health and Safety Plan to further strengthen the Safety Culture, and ensure all members of our MOW maintenance staff are properly trained and conscious of workshop safety. This safety plan will ensure that staff are protected when working on the Right of Way, stations or structures. This will include implementing "Safety and Information Boards" at booking on points. These boards highlight safety topics, Personnel Protective Equipment (PPE) requirements, service bulletins, new procedures, training updates, goals, performance, trends, and incident reports to keep safety front of mind at all times.



## Maintenance of Way Organization

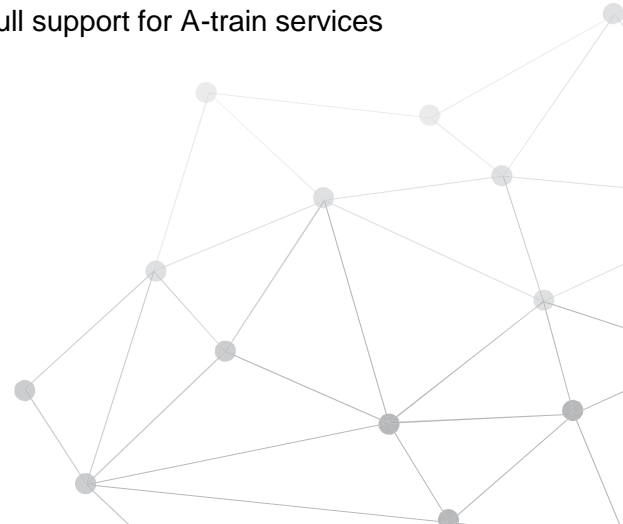
The Maintenance of Way (MOW) organization will be led by our MOW Manager, Ricky Waynes, reporting directly to the General Manager, Tom Tulley. Ricky will manage our partners Rio Grande Pacific Corporation.

The following MOW chart illustrates the organization that we will put in place to deliver these requirements.



## Staffing and Crew Schedules

To provide comprehensive cover for all preventative as well as any unscheduled maintenance, we propose the following staffing, shift schedules and responsibilities for our MOW group. Reporting to Ricky Waynes, MOW Manager, First will provide full support for A-train services during hours of revenue service.



Role	Responsibilities
Maintenance of Way (MOW) Manager	Based at the OMF and participates in morning calls with GM and DCTA Staff. Manage all work scheduling, ordering and completion reports through Infor EAM. Responsible for ensuring all FRA, FTA and DCTA compliance. Responsible for working with RGPC to schedule all contract services.
Track Crew Foreman	Monitoring and managing the track crew on a daily basis to maintain and repair any defects denoted on the inspection reports. Writing up and submitting all repairs to the MOW Manager so that it can be documented when repairs are made. Maintaining 22 miles of track, the ROW, stations and structures maintenance, in addition to any approved capital projects determined by DCTA each year.
Track Inspector	Inspecting approximately 22 miles of track twice per week, with at least one day separating inspections, in adherence to FRA regulations. Walk and inspect each turnout and High Risk Asset at least once a week with detailed track inspection. Hi-rail entire track and visually inspect for defects. Record any defects or out of ordinary conditions, completing daily record of track inspections and log information into the portal. Review track inspection reports and submit to portal for review by MOW Manager. Request track time through dispatch who will liaise with train operations. Assist MOW Manager with scheduling of routine and non-routine maintenance through communication with DCTA dispatch. On call 24/7 in case of emergency.
Equipment Operator	Reports directly to Track Crew Foreman and MOW Manager. Primary responsibility is brushing rail to mitigate loss of shunt. To perform duties with Track Crew when not brushing rail. The Equipment Operator will break away from crew to perform rail brushing during non-revenue hours.
Track Crew Laborers	The Flagmen will be responsible for maintaining the safety of all crew while operating inside the ROW. They are versatile and will be positioned, as required, to properly protect crew based on curvature and blind spots in the track. These employees are entry level laborers. They will be monitored by the Track Crew Foreman with the Equipment Operator being second in command. The Equipment Operator will additionally perform tasks by himself that do not require a full crew.
Groundskeeping Crew Foreman	Reports to the MOW manager. Responsible for managing and monitoring the grounds keeping crews
Groundskeeping Crew Laborer	Responsible for mowing, weed eating, litter control, graffiti remediation, station sweeping, station trash removal, station inspection reporting, and any other activity that may arise as part of Right of Way maintenance.

## MAINTENANCE OF WAY CREWS

Crew	Responsibilities
Track Crew	<p>Our MOW Manager and Track Crew Foremen will designate tasks for the day based on the most efficient distribution of manpower.</p> <p>The Track Crew will be on call in the event of emergency. This crew will additionally be responsible for miscellaneous right of way (ROW) activities which will consist of monitoring and supporting all subcontracted ROW activities and accompanying any and all outside personnel who are approved and want to approach the ROW.</p> <p>Inspections will be performed during non-revenue hours. Track Inspectors vehicle will be equipped with LED light bars to increase visibility for night time inspection.</p>
Groundskeeping Crews	<p>Groundskeeping Crews will be monitored by their own Grounds keeping Crew Foreman who will both report to the MOW Manager.</p> <p>Groundskeeping Crew will be responsible for mowing, weed eating, litter control, graffiti remediation, station sweeping, station trash removal, station inspection reporting, and mowing/weed-eating by mile to ensure no foliage is above 6 inches tall, and any other activity that may arise as part of Right of Way maintenance.</p>

Crew	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Track Crew							
Track Inspector	0700-1700	0700-1700	2200-0600 Nightshift		2200-0600 Nightshift		
Track Crew Laborers	0800-1700	0800-1600		0800-1600		0800-1600	0700-1300
Equipment Operator	0700-1700	0700-1700	2200-0600 Nightshift		2200-0600 Nightshift		
Groundskeeping Crew							
A.M. Crew		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	
P.M. Crew			1000-1800	1000-1800	1000-1800	1000-1800	1000-1800

### Staff Training and Qualification

First recognizes the importance of proper training and education, and is committed to providing all team members with the training to execute their responsibilities in the safest manner. With our partners we will implement a rigorous training program for MOW employees that transitions new hires from an initial safety test through comprehensive job training. The MOW Manager will oversee all training programs for MOW workers, with assistance, oversight and input as needed from the Manager of Operations and Safety, as well as RGPC's Director of Safety & Compliance and Lead Safety Trainer.



While much of this training program requires on-site and on the job training, this can be achieved during mobilization by utilizing RGPC's subsidiary railroad, Wichita, Tillman & Jackson (WTJ) Railway Company. This railroad, which runs from Wichita Falls, Texas to Altus, Oklahoma, allows for new hires to be competent and compliant before ever stepping foot on DCTA property. By utilizing this synergy, we will make sure that an exemplary safety record is continued through DCTA operations.

Specifically, First will:

- Provide proper management to schedule, document and track current certification for all staff who require training
- Train and provide one, minimum, in house RWP trainer, provided the agency allows contractors to be certified. It is our intention to certify both the MOW manager and Track Inspector as RWP trainers.

## KEY SAFETY TRAINING

All MOW employees and subcontractors are trained to the OSHA modules as well as FRA regulations in the following:

- First Aid/CPR/AED
- Blood borne Pathogens
- Basic Electrical Safety
- Emergency Response
- Environmental training
- DART's Storm Water Pollution Prevention Plan (SW3P), Municipal Separate Storm Sewer Systems (MS4) training
- Shunt use and training plan
- Hazardous Communication (Right to Know)
- Material Safety Data Sheets (MSDS)
- FRA 49CFR 213 and 214
- Basic HAZMAT
- Bridge Fall Protection



An annual review of all processes and procedures will occur to ensure they are compliant with all current laws and regulations and they contain the most up-to-date and safe work practices.

## NEW HIRE MOW ORIENTATION

Based on their existing training programs, new trainees are given instruction on basic Safety Rules followed by an oral or written quiz prior to entering the work environment. Trainees then spend two to five days as an observer with a track crew and/or foreman, watching from outside of the work zone as maintenance is taking place. This allows new team members to have a clearer understanding of what is being discussed in class.

Following field observation, trainees attend eight days of Ground School training, consisting of classroom and supervised field instruction. The classroom training incorporates rules and procedures as they relate to track maintenance, as well as federal regulations, specifically Parts 213 and 214, Track Safety Standards and Railroad Workplace Safety including Roadway Worker Protection. At the end of Ground School all team members must pass a written test with a score of 90 percent before they can begin working in the field.

The third phase of the training process is On-The-Job training (OJT), which will last one to four months, dependent on local conditions and the trainee's learning progress. We aim for each trainee to work all types of assignments that they may be assigned once promoted. Local management will evaluate the trainee using a job-specific checklist. Trainees must be released by a manager before they can begin working without a trainer.

Position	Prerequisites	(Additional) Training Provided
New Hire	New Hire Orientation 90-day probation period, within which released of reassigned	RWP Safety Rules GCOR Site specific notices Familiarization Track and ROW Basic HAZMAT & Security Awareness
Track Foreman	Past 90-day probation period All training required for New Hires	Annual GCOR, Safety, Hazmat & Security Training Annual RWP Training
Track Inspector	Past 90-day probation period All training required for New Hires	Track Safety Standards Annual GCOR, Safety, Hazmat & Security Training, Annual RWP Training
Equipment Operator	Past 90-day probation period All training required for New Hires	Annual GCOR, Safety, Hazmat & Security Training, Annual RWP Training

Position	Prerequisites	(Additional) Training Provided
Flag Man	Past 90-day probation period All training required for New Hires	Annual GCOR, Safety, Hazmat & Security Training, Annual RWP Training
Grounds keeping Crew	Past 90-day probation period All training required for New Hires	Annual Safety & RWP Training
Track Flagman/Laborer	Past 90-day probation period All training required for New Hires	Annual GCOR, Safety, Hazmat & Security Training, Annual RWP Training

## CONTINUING EDUCATION

The final phase of the training process, Continuing Education, never ends. Our corporate safety team, as well as the DCTA team, will constantly be on the lookout for safety training that would be beneficial to the DCTA operation. Through First and RGPC's collective involvement in the American Railway Engineering and Maintenance-of-Way Associations (AREMA), American Passenger Transport Association (APTA), the American Short Line and Regional Railroad Association (ASLRRA), National Academy of Railroad Sciences (NARS) and other prominent, industry-focused educational organizations, many opportunities are available for furthering railroad education.

## Preventative Maintenance Plan

The First Maintenance of Way Plan will be customized to meet the inspection frequencies and preventive maintenance required to support a safe, reliable, and compliant DCTA rail operation infrastructure. Through our corporate team, overseen by First, we will deliver a highly professional trained staff who will perform inspections, maintenance, repairs and construction. First and RGPC will ensure that the maintenance of DCTA's Right of Way is beyond reproach for both its safety and integrity. All work will be performed to adhere to FRA, State and local requirements.

*Our customized Maintenance of Way Plan will ensure a safe, reliable, and compliant DCTA rail operation infrastructure through comprehensive inspection, service frequencies, and preventive maintenance.*



# **BENEFITTING DCTA**

For its part, RGPC will focus on all elements of the track and look for innovative opportunities to improve the reliability and safety of the track structure, such as drone inspections, joint switch inspections, predictive analysis of component life and high water detectors. Please also reference Tab R for additional innovative concepts.

First will implement DCTA's Right of Way Maintenance Plan as well as practices that we have adopted through our 25 years of MOW maintenance experience immediately upon notice to proceed. All aspects of the plan will be carefully reviewed for full compliance with Track Safety Standards Part 213, Bridge Safety Standards Part 237 and all General Code of Operating Rules (GCOR) that apply, in addition to all applicable State orders for railroad walkways and right of way.

First's MOW Manager oversees RGPC's maintenance workers, and will be responsible for all activities regarding maintenance rehabilitation, training, safety, and quality. Their oversight will ensure MOW is performed according to the finalized maintenance plan and all inspection and testing schedules are consistent with DCTA approvals. Rio Grande Pacific's experienced corporate team will be available for any assistance First's MOW Manager requires.

The need for specific maintenance and repairs to the track and its systems components will be assessed by certified Signal & Track inspectors during the required weekly, monthly, quarterly and yearly FRA and DCTA tests and inspections. Additional needs and requirements that stand alone from inspection process will be communicated to DCTA.

We will prepare and submit the DCTA Base Maintenance of Way and Signal Service Plans for approval by DCTA. This plan will to identify all work, including inspections, maintenance activities and frequency of testing schedules. No maintenance on ROW assets will be deferred without DCTA's prior written approval. We will maintain the corridor to ensure a safe, quality and economical rail service. In addition to the Maintenance of Way Maintenance Standards, we will adhere to the following standards for all maintenance work:

- AREMA Manual for Railway Engineering and Portfolio of Track Work Plans, current edition
- FRA Track and Railroad Workplace Safety Standards (49 CFR 213 and 214), Bridge Safety Standards (49 CFR 237)
- Continuous Welded Rail (CWR) Plan
- DCTA Bridge Management plan (BMP)
- DCTA Track Maintenance Standards (TMI)
- DCTA MOW Operating Instructions (ORI)
- DCTA Railroad and Non-railroad Roadway Worker Protection (RWP)
- DCTA Design Standards for Maintenance
- DCTA Design Standards for Construction



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We will provide all the necessary labor, equipment and materials to perform the MOW preventative maintenance in a safe and efficient manner, and will support the maintenance effort with a wide array of readily available equipment and materials at our team's partner facility in Wichita Falls. We understand the importance of meeting our customer's needs, and therefore fully appreciate DCTA's priority to keep trains running on time for their customers. We will maintain the track and right-of-way along the DCTA corridors in accordance with FRA, current engineering standards, best practices, and DCTA requirements. We will also work closely with dispatch to schedule track and time, with major works taking place on Sundays or during evenings, where possible. MOW preventive maintenance will include, but may not be limited to:

- Logging inspection, maintenance and service schedules into Infor EAM's asset management system so that service records and other relevant information can be updated reviewed and audited
- Complying with the Manufacturer's maintenance standards and recommendations to ensure that all new and existing warranties remain valid. Tests and inspections will be documented and exceptions will have an Action Plan for necessary repairs to be completed in a timely manner based on the severity of the exception found
- Logging necessary parts, spares and equipment, as identified in the Capital Maintenance of Way Service Plan into Infor EAM and properly stored and available for repairs as needed
- Routine visual inspections of the Track and General ROW will identify 'spot' maintenance services and repairs. This will include, but not be limited to, bolt tightening, defective rail, tie or fastener replacement, switch adjustments and lubing, ballast replacement/tamping, ditch and drainage maintenance, ROW clean-up and mowing, graffiti removal, and generally all ROW components
- We will store and install the Ties, Ballast, Rail and Switch Components to be replaced in our condition based maintenance (CBM) Plan
- Conducting regularly scheduled visual inspections to identify any repairs needed to Railroad Bridges, Pedestrian Structures and Culverts
- Surfacing the track as necessary to ensure that tracks are safe for the passage of trains at the maximum authorized speeds and keep ballast levels at an adequate amount at all times. Surfacing will be part of the CBM based on the annual Geometry Car Test
- As part of maintenance services, we will maintain and comply with all aspects of the DCTA's Continuous Welded Rail Plan



## Condition Based Maintenance

Condition Based Maintenance is key to any and all railroad operations. By using CBM, railroads can perform inspections and maintenance in a more efficient manner.

First and our partner, RGPC, employs this tactic on all its properties as a way to increase efficiency and safety.

Based on inspection practices such as concrete tie testing and internal rail flaw testing, we can use predictive analysis to determine where a defect is likely to occur in the future allowing for closer monitoring. Certain reoccurring defects (cluster of defective ties) could lead to the discovery of a more serious, underlying problem (subgrade failure, ballast fouling, equipment failure). All track components are monitored and assessed for CBM, but the following are specific examples:



- Concrete Ties – Based on annual testing, we will not only be able to select defective ties to replace, but also use predictive analysis to gauge what ties in what area are more likely to become defective over time by comparing the environment the tie is in (in a curve, high water area, higher gross tonnage)
- Turnout Components – Turnouts will already be walked once a week by track inspector. In addition our partners, RGPC and CTC will conduct a joint turnout inspection of signaling and track structure. Problems with the signaling could diagnose problems with track components (such as switch points out of place).
- Bridge and Structure – Yearly bridge inspections will not only yield any defective components, but also which components are most likely to fail in the future. By using a proactive approach, we will be able to mitigate the possibility of unscheduled maintenance.
- Road Crossings – Typically the majority of damage to road crossings is done by automobile traffic. Using information such as daily car counts, average traffic quantities and visual assessment of which crossings have the most tonnage, we will be able to extend the life of crossing surfaces. For instance, making sure the road approaches are uniform can restrict the impact loading that can damage crossing surfaces.



## Inspection Procedures and Practices

### BASELINE TRACK INSPECTION

We will gain a thorough understanding of the condition of DCTA's track infrastructure with a comprehensive baseline inspection. This thorough assessment will be performed prior to First and RGPC taking responsibility for the track. These inspections will be performed by a qualified track inspector and includes these value-added services:

- A thorough track inspection and detailed report identifying the size and type of all major track components
- A diagram of track infrastructure, where necessary
- Longer-term maintenance recommendations
- Visual documentation

An invaluable planning tool, this inspection will help develop maintenance budgets and comprehensive capital plans.

### MOW INSPECTIONS

We will inspect the track and right-of-way along the DCTA corridor in accordance with FRA, DCTA Rail's Engineering Track Standards and current engineering standards to operate at Class 4 timetable speeds. We

will conduct routine visual track condition inspections as observed while walking the track, driving a high-rail truck, or riding in a train. The inspections will occur both on scheduled intervals and in response to emerging situations of concern, such as high water, high temperature, adverse weather conditions etc. We will inspect high risk assets closely, arrange for remedial repairs as a result of the inspections, and develop contingency plans as required.

Inspections will be performed per FRA Track Safety Standards Part 213 Subpart F. All test reports and results will be logged into the Infor EAM systems for audit and review by FRA and DCTA. The inspection program is described below.

*All inspection procedures and practices will conform to FRA and DCTA requirements for the quality maintenance and safe operations.*



## **BENEFITTING DCTA**

## FRA Track Inspections

- Per FRA Subpart F 213.233 (C) the track will be inspected at least twice a week by a qualified and certified track inspector. It is planned that these inspections will occur on:
  - Sunday
  - Tuesday or Thursday

In addition, emergency inspections will be performed as needed.

- ROW to be inspected in conjunction with walking track, including the fencing and drainage structures, and a check for graffiti/vandalism.

**MOW Manager Inspection** – Weekly inspections of the ROW concentrating on the high risk assets. In addition to planned inspection the MOW Manager will also undertake unplanned in process checks to ensure all rules, process and procedures are being followed.

**Track Geometry Car Inspection** – First and RGPC will contract the use of a Track Geometry Inspection vehicle to comply with FRA Subpart F 213.234 and measure the following to within 1/8" of accuracy:

- Track Gauge (Loaded and Unloaded)
- Cross Level/Cant
- Curvature
- Alignment

**Ultrasonic Rail Flaw Detection** – will be performed biannually for in-service rail and prior to purchase of new rail. This rail flaw detection will be performed by a vehicle that can accurately detect the flaws noted in FRA Subpart F 213.237, AREMA's Chapter 4, and DCTA's CWR program. The flaws to be detected will contain, but are not limited to the following:

- |                        |                           |
|------------------------|---------------------------|
| • Transverse Fissure   | • Defective Welds         |
| • Compound Fissure     | • Horizontal Split Head   |
| • Engine Burn Fracture | • Vertical Split Head     |
| • Welded Burn Fracture | • Head and Web Separation |
| • Shelling Fracture    | • Split Wed               |
| • Head Check Fracture  |                           |

**Conduct automated tie testing annually** – First and RGPC will subcontract the concrete tie testing to be conducted by an automated inspection system that can detect rail seat abrasion as outlined in FRA CFR 213.234. RGPC. If any defects are found, tie types and replacement procedures will conform FRA and AREMA standards.

### **Annual Grade Crossing Inspections** including:

- Approach and retreat of road
- Crossing Surface
- Rail materials

**Special Inspections** will be conducted following severe weather and accidents that pose a risk to the ROW.

**Unmanned Aircraft System (UAS) Inspection** – Our partner RGPC has previously used an UAS in the event of emergency inspection to reach places impossible to reach with any other vehicle. RGPC has made use of a drone inspection in the following items:

- **Bridge Inspection:** RGPC's UAS has a camera with 4K capabilities which allow for even the smallest of defects to be found and assessed. For instance, Lake Lewisville Bridge would be a perfect place to make use of a drone and keep from having a person get in a boat to inspect piers and understructure of the bridge. Drone inspection is an emerging technology so the yearly inspection will still be necessary, but it can assist with intermediary & emergency inspection.
- **Emergency Inspection:** In the event that an area is inaccessible due to natural conditions, UAS inspection can give RGPC's MOW team an idea of what course of action will be required. For example, Trinity River flooding has been an area of concern the past two years, and UAS inspection allows for pictures and video of areas well before access would be available. Gaining a clearer idea of what is needed before access is available could help with remediation times.

UAS have become a pressing legal topic, and now commercial use has been restricted by FAA Section 333. RGPC is in the process of gaining FAA exemption status to continue using UAS for inspection.

**Weekly Walking Turnout Inspection** – Preventative maintenance will be performed in conjunction with inspections and will include:

- Bolt Tightening
- Switch Plating Lubing/greasing
- Clip/Spike re-installation or installation as needed

**Coordination between MOW and Signal staff** is essential. Track staff will accompany signal staff during the quarterly switch inspections as discussed in the CBM plan.

## *Bridge, Structure and Culvert Inspections and Maintenance*

We will hire an outside proven and reputable engineering firm to perform all bridge inspection in accordance with DCTA's Bridge Management Program (BMP). This outside firm will have a vast knowledge of FRA 49 CFR Part 237, and will have been responsible for multiple BMP's in the past. The engineering firm must have a Railroad Bridge Engineer and Railroad Bridge Inspector, which meets the qualifications outlined in 49 CFR 237.51 & 237.53 and DCTA's BMP. Firm will supply First with a list of individuals along with proposal, so that we can confirm the qualification. First and RGPC will also require three reference properties from each engineering firm to show their past experience in the industry.

We will support the bridge inspection contractor by providing flagging services during bridge structural inspections along the ROW. By hiring an outside contractor to perform bridge inspection, First is creating a "checks and balances" system to provide the safest railroad possible for DCTA.

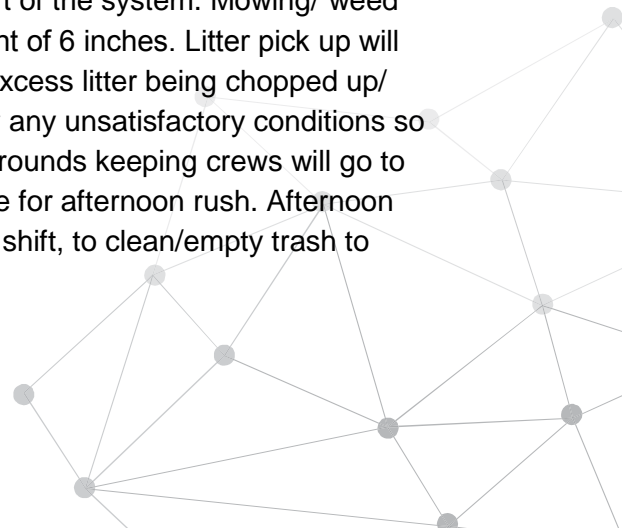
Presently our partner RGPC has a mix of contracted bridge inspections and internal bridge inspections on its properties. RGPC's Director of Engineering, who is also a qualified bridge inspector, has more than 40 years' experience in the construction, maintenance and inspection of timber, concrete and steel structure bridges. The Assistant Engineer, Matthew Mattiza, for RGPC is also a qualified bridge inspector, and both can be an asset to DCTA if a special inspection was required.

Separate from the bridge contractor's inspections, we will perform visual checks of bridge decks, track surfaces, track alignments, guard rails, and rail fastenings. We will promptly report any anomalies or other problems to DCTA. We will perform all minor maintenance on drainage and bridge track structure as needed.

Our personnel will also perform ongoing visual checks of the track and embankment above each culvert, and the drainage channel upstream and downstream of each culvert (observed at track level). If any culvert inlet or outlet opening is obstructed, we will clear the obstruction.

## *ROW and Station Maintenance*

Our grounds keeping crews will make weekly visits to every part of the system. Mowing/ weed eating will be done to maintain DCTA's grass height requirement of 6 inches. Litter pick up will be done in front of any mowing/weed eating as to reduce any excess litter being chopped up/ thrown off right of way. Stations will be inspected twice daily for any unsatisfactory conditions so that First can provide DCTA with a superior service. Morning Grounds keeping crews will go to each station after the rush hour, to clean/empty trash to prepare for afternoon rush. Afternoon grounds keeping crew will go to each station at the end of their shift, to clean/empty trash to prepare for next morning.



## Capital Maintenance

First will deliver an annual capital maintenance program for submission prior to October 1 each year. This report, which will be completed by our MOW Manager, Ricky Waynes, with assistance from RGPC, will include a scope of work, cost estimate, engineering plans (if applicable) and schedule for each project included. The MOW Manager will seize opportunities where appropriate to combine activities to reduce the amount of time required to undertake this work. First and RGPC will use the experience of preparing our own Capital Maintenance programs to assist in developing DCTA's Capital Maintenance program. The following resources will be used to assist in completing the program:

- Bridge Inspection Reports – bridge inspection subcontractor will use the condition grading system outlined in DCTA's BMP to project the life of bridge components. These grades will give RGPC and the MOW Manager an accurate timeline for replacement. Because of the complexity of bridge repair, the bridge inspection subcontractor will be responsible for the design and supervision of the bridge repair. The team of MOW Manager, RGPC, and bridge inspection subcontractor will work together to plan and schedule any repairs during non-revenue hours as to meet the KPI's.
- Track Inspection Reports – MOW Manager and RGPC will jointly review track inspection reports to assist in preparing the Capital Maintenance program.
- Joint Switch Inspection Reports – MOW Manager, RGPC and CTC will jointly review to determine a projected life of each switch/switch components.
- Ultrasonic Rail Inspection Reports – MOW Manager and RGPC will jointly review to determine if any potential defects would necessitate a capital upgrade.
- Grade Crossing Inspection Reports – MOW Manager, RGPC and CTC will jointly review to predict the life of the crossing components. These inspections could result in a diagnostic review with the roadway entity to determine if necessary to add to capital program.
- High Risk Assets Inspection – MOW Manager and RGPC will review and assess each of the High Risk Assets that are determined to be present on DCTA. During this review, we will note if the condition of the asset has changed or if it calls for a capital upgrade.

## Unscheduled Maintenance

Once a defect is identified through inspections or a trouble call, we will evaluate the severity of the issue as minor, major, or emergency.

<b>Minor</b>	<p>Note the defect on inspection reports</p> <p>Schedule a time to repair the defect/s. The severity of the defect will determine its place on the priority list in agreement with DCTA</p> <p>Report the work to the supervisor as part of the maintenance report that is uploaded to Infor EAM</p>
<b>Major</b>	<p>Note the defects on inspection reports</p> <p>Schedule a time to repair the defect/s. These repairs will be placed on the top of the priority list and repaired as soon as possible</p> <p>Report the work to the supervisor as part of the maintenance report that is uploaded to Infor EAM</p>
<b>Emergency</b>	<p>Dispatch a response team to be onsite within one hour</p> <p>Complete repair immediately, if possible</p> <p>Proceed in accordance with DCTA's Emergency Response Plan.</p> <p>For repairs required as a result of vandalism:</p> <ul style="list-style-type: none"> <li>• All issues will be logged and tracked in Infor EAM</li> <li>• Document site and pictures as required</li> <li>• Update report in Infor EAM</li> </ul>

### Service Level Expectations

As discussed in Tab Q, we are prepared to meet the requirements of DCTA's Service Level Expectations chart.

- Derailments – First have an on call agreement with crane company. We will respond within one hour. We will have enough material on hand to repair track damage and personnel to repair damage within six hours
- Track Washout – Based on our initial survey undertaken during mobilization we will identify critical areas on the DCTA ROW that will be at risk of flooding. At these locations we will employ the use of high water monitors to allow for preventative measures to be taken before track washout. In the instance of a track washout, we will have an on-call agreement with a rock provider as well as an ample supply of rock on site. We will make use of UAS emergency inspection to survey damage and make an action plan. We will





also have additional equipment readily available in Wichita Falls to assist where needed, and prepared to have track back in service within eight hours.

- Crossing accident – We will have a team on site within one hour to assess and repair damage to restore service within four hours

## MAINTENANCE OF WAY

Our thorough track inspection involves walking and / or hi-railing the entire track, visually evaluating the subgrade, rail, ties, ballast and turnouts. Our inspection team will also perform routine maintenance, such as adjusting and lubricating switches and tightening bolts. If we identify a pressing deficiency, our Certified Track Inspectors and or Maintenance Crews will immediately notify the MOW Manager so appropriate action can be taken.

## Support Equipment and Maintenance

The present fleet of Support Vehicles on site totals four vehicles being primarily trucks, some of which are road/rail capable. In addition to the onsite vehicles, we will have four more vehicles that can be utilized on the DCTA, but are a shared resource between RGPC properties.

These will be used to support all aspects of the delivery of the contract from operations to MOE and MOW.

The Support Equipment on site consists of a number of specialist equipment including a Backhoe, Rail Brushing Machine, Tractor Mower/Grader, and trailers.

In addition to the onsite equipment, more specialized equipment such as a Jackson 6700 Ballast Tamper, Harsco Ballast regulator and International Boom truck are located in Wichita Falls, and can be called upon to support the MOW services.

## *Procedures and Practices for Support Equipment Maintenance*

The Support Equipment will be maintained in accordance with recommended OEM guidelines and ensuring compliance with appropriate regulation out of the MOW facility where they are stored. The Preventative Maintenance periodicity for these items of equipment varies depending on the equipment concerned but is based around number of hours used. We will ensure that a robust record is maintained of hours used for each item to ensure that we ensure the safety and reliability is maintained through correct scheduled Preventative Maintenance.

We will extend the principles of the PM plan to cover all Support Equipment and Support Vehicles. The maintenance will be derived from OEM manuals and existing practices. All inspections will be logged and documented.

## *Schedule for Support Equipment Maintenance*

The Support Equipment will receive their Preventative Maintenance in accordance with the OEM recommendations. A record of the mileage and hours operated by each item of equipment will be maintained ensuring that the inspections are completed at the correct periodicity. We will undertake these inspections and maintenance at our maintenance facilities. We will ensure to comply with all manufacturer's warranty requirements to keep it valid. For specific items of equipment these schedules apply:

- Annual hi-rail inspections - document by third party and a sticker placed on equipment
- Annual boom inspections as required - document by third part and a sticker placed on equipment
- Daily usage inspections by operator utilizing said equipment

Daily inspections of support vehicles and equipment is required by the operator, before operating. Inspection includes, but is not limited to:

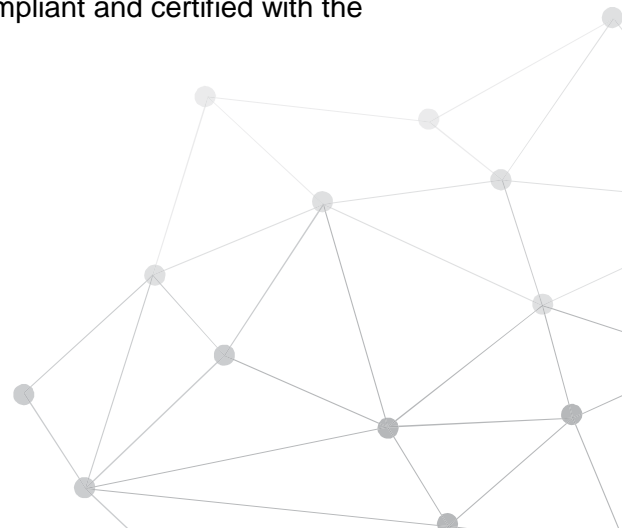
- Visual walk around
- Check fluid levels
- Check tire pressure (if applicable)
- Check tightness of vibratory parts
- Check and notification signals
- Check fuel levels

## *Procedures, Practices and Documentation*

All of First's preventive maintenance and inspection plans for MOW are supported by standard operating instructions. These will be developed as part of our rollout of ISO 9001 and 14001.

## Quality Control

Ensuring quality of MOW Maintenance is critical to the successful delivery of the service. This section outlines our plans to ensure that we deliver high levels of quality. We will develop a fully documented Quality Control Plan for submission to DCTA for approval incorporating the elements described below. This Quality Control Plan will be compliant and certified with the ISO9001 standard.



## *Employee Responsibility*

It is our philosophy that each employee is empowered with quality control responsibilities and have the responsibility of signing off their own work.

Our MOW Manager, Ricky Waynes will ensure that all staff are fully trained for the task in hand and have been certified as competent for their respective maintenance facilities. We will ensure that our procedures fully conform to the requirements of FRA Track and Railroad Workplace Safety Standards (49 CFR 213 and 214), Bridge Safety Standards (49 CFR 237).

Within First we have a program which encourages and rewards employees in achieving and maintaining the levels of competence required for the tasks they need to undertake.

## *Maintenance Quality Control Procedures*

The Quality Control Check (QCC) ensures that the MOW and ROW are maintained in a serviceable condition. This ongoing vehicle audit is performed by Ricky Waynes.

## *Quality Control Check Procedures*

Ricky Waynes will audits inspection and maintenance records to confirm that they have been conducted in accordance with FRA requirements and our standard operating procedures. The manager checks that all of the defects listed in Infor EAM maintenance database for the past 14 days have been addressed or scheduled, then verifies that all repairs have been signed off by a foreman.

## *Audit Process*

Our extensive internal audit process ensures that each location is within compliance of all best practices, policies, and procedures. It also provides a determination of our facilities, MOW practices against a company-wide standardized benchmark for quality, competence, and consistency. The audit process takes approximately three days and reviews all aspects of the operation, including:

- Inspection of MOW/ROW
- Material storage efficiency and stocking levels
- Inspection, PM compliance and procedures
- Deferred maintenance
- Standard operating procedure compliance

Each location receives an annual audit. At the end of each audit, action plans outline a timeline to correct any identifiable deficiencies. Once defects have been corrected, the location is subject to a re-inspection of those items. Within the organization there is a team of Quality

Inspectors to undertake this activity but it will be supplemented, especially with the annual audit, by our corporate Director of Engineering and Quality, US Rail, Sean Kehoe.

Where DCTA undertakes a review of maintenance records, and/or an inspection the MOW utilized by ourselves which it deems unacceptable we will immediately agree an action plan with DCTA to remedy the deficiency. We will ensure that there is full co-operation with any such DCTA inspections

## *Infor EAM*

As detailed in Tab G, Asset Management we will use Infor EAM Rail Asset Management to track and maintain our customer assets, evaluate associated costs, and manage the assets smarter. Infor EAM provides First and our partners with the capability to:

- Manage full-lifecycle preventive maintenance (PM) programs for fleets
- Integrate incidents and delays reported in service with work management
- Improve project management of improvements and changes, tracking, and reporting
- Drive a more preventative/predictive maintenance approach through capturing condition and material usage

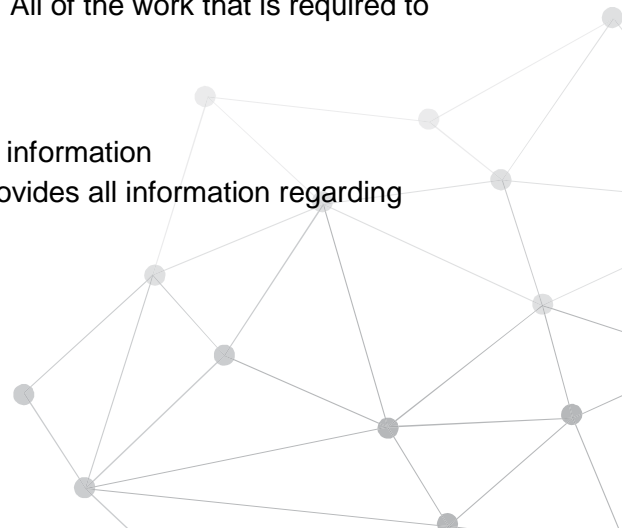
Infor EAM is our software platform of choice for track inspection, work order generation, maintenance files, reporting, and task supervision. Infor EAM captures and supplies critical data to support day-to-day management decisions, providing our MOW maintenance team with the information needed to keep the MOW assets in 'like new' condition.

All work completed by the MOW maintenance team will be updated to the Infor EAM system using asset by mile, station, turnout, road crossing and structure. Each mile will have an inventory of items in that mile with previous inspection date, any defects, any remedial action taken, any preventative action taken.

## **WORK ORDERS AND RECORDS**

First will utilize Infor EAM to record scheduled and non-scheduled maintenance work order activities. Each work order will be documented/recorded. This will include categorization and/or prioritization of the scheduling and assignments of work orders. All of the work that is required to be performed will follow the below procedure:

- Place Call to the Dispatcher
- MOW Manager will be notified with Dispatcher obtained information
- The MOW Manager notifies the laborers on duty and provides all information regarding the situation
- Assess the situation with a site visit if needed



- The MOW Manager or their designate will then contact all parties that may need to be involved
- Work order generated with detail of the issue
- Work order is sent back to the MOW Manager for review
- Plan to correct issue will then be executed
- Develop work tasks and orders based on inspection report findings
- Perform work as a method of both defect repairs and preventative maintenance not indicated in the master plan
- Setup a time when a crew can perform said work orders without disturbing operations
- All records to be kept in the same fashion as inspection and maintenance records

## INVENTORY CONTROL

We will use Infor EAM for inventory control to track all inventory, man-hours and costs through this system. Familiarity of First and our MOW team with all aspects of this system will allow for a smooth transition to DCTA services, which our team will use it to monitor DCTA's asset/inventory system.

Outside of the version furnished by DCTA, we will also set this project up in our system as a specific job so that we can track and monitor any and all man-hour and equipment hour costs that are incurred from daily usage. In addition, we will track any and all rental pieces that may have been utilized onsite along with purchased materials, subcontractors and any other miscellaneous items. The Infor EAM system will be linked to the First Dashboard described in Tab D of this proposal.

By tracking and forecasting this work through Infor EAM and the First Dashboard, we will be able to track, analyze and trend maintenance and failure data to identify areas for performance and safety improvements. Given that we will be utilizing the Infor EAM for this work, this will allow for an easy data transfer.

We will use Infor EAM to:

- Upload current inventory and track inventory usage
- Order all materials through Infor EAM PO system
- Monitor and analyze purchasing data for future inventory
- Use historical data as a baseline for future inventory needs
- Field personnel will utilize a check in/check out process for documentation for everyone to see
- Record all maintenance work order activities

## Inspection and Maintenance Records

First will keep records and reports that provide sufficient information to keep DCTA informed, show regulatory compliance, understand material inventory status, substantiate billings and recommend future work. We will utilize our FRA compliant record keeping practices that RGPC uses on all maintenance projects. We will provide DCTA with the required reports and documentation via Infor EAM.

As regularly scheduled inspections, tests, and maintenance are performed we will document these results. Initial documentation will often be created in the field during the tests, inspections, and maintenance work, with the end results electronically stored. A hard copy of all resulting documentation will be kept in the main MOW office. In addition to electronic copies, a printed copy of all maintenance records and inspections will be kept on hand at the DCTA facility until the next record is filed, in no case less than one year.

## TRACK AND STRUCTURES RECORDS AND DOCUMENTS

### Track and Structures Inspection

During regular track inspections, we will record pertinent information, including dates and results, on a DCTA approved form and include digital photographs, as appropriate. Once completed in the field, the results will be stored in Infor EAM, and any conditions found to be out of compliance will be noted and evaluated to determine if the repair required is



minor or an emergency. Based on the condition of the repair required, the non-compliant item will receive unscheduled maintenance work, based on our Unscheduled Maintenance Procedures and Practices. The documentation of the subsequent work will fall under the repair and maintenance documentation process. These inspection reports will be the basis for the monthly Track Inspection Report sent to DCTA.

With respect to annual track geometry inspections, annual automated tie testing and bi-annual ultrasonic rail flaw detection inspections, we will follow the same process as with general track inspections that are performed daily, weekly, and monthly as required. As with regular inspections, any required remedial actions, rail change-outs, and work will be documented using the repair and maintenance documentation process.



## Track and Structure Maintenance

When track work is performed, including regular maintenance, repairs, and replacements, the work will be documented and stored in Infor EAM. The track maintenance records will detail the actions taken, repairs made, and recommendations offered. Any installed rail will be documented and all related information will become part of the baseline condition for said rail.

## Bridges, Culverts, and Drainage Systems Inspection

Our Track Inspector will accompany the appointed bridge inspection contractor for inspections. The results of these inspections will be documented and recorded in Infor EAM. The format of the Digital photographs will accompany our inspections as required, and all inspection results that document visible minor or major damages will be reported to the MOW Manager. These damages categorized based on DCTA's BMP.

## Material Sourcing

First appreciates the importance of getting value for money for our clients. With our partner Rio Grande Pacific, we have access to 25 years of Maintenance of Way industry experience of material sourcing contacts.

Linda Pollard, has served in the position of RGPC's Manager of Purchasing since the firm was founded in 1986. Over the years, Linda has developed a vast and diverse network of suppliers were used for their respective products. In particular, she ensures RGPC maintains compliance with Buy America Certifications. On average, RGPC conducts six to 10 projects where we are required to comply with the Buy America Act; however, as a general practice, the firm seeks to use as much American material as possible.

## Configuration Management

All modernizations, additions and improvements made to the assets on the ROW (track, stations, bridges) will be approved in accordance with Engineering Change Procedure with sign off by DCTA prior to the change taking place. These will be prepared by Ricky Waynes, MOW Manager. Ricky will use Infor EAM to record the configuration of the ROW. Ricky will record all major component serial numbers (such as switches) within Infor EAM to ensure a good record is maintained of ROW configuration which will improve better material control and maintenance management.

Ricky will implement an Asset Management procedure for the ROW in conjunction with and with the approval of DCTA based on MAP-21 principles. This is described more fully in TAB G. We have already developed corporately a Strategic Asset Management Plan which will guide us in

our development with DCTA. This plan is structured to reflect key elements of our Asset Management Program involving:

- Organization and management process
- Life cycle asset plan
- Maintenance planning and delivery
- Renewals planning and delivery
- Information management systems

Our approach to Asset Management is designed to be increasingly:

- Systems based
- Whole life optimized
- Asset knowledge
- Risk based
- Subject to continual improvement
- Data driven

## Experienced Maintenance of Way

As this tab demonstrates, First and RGPC provide experience in construction, maintenance and engineering, and an investment in the safe and efficient operation of existing right of way (ROW). DCTA will receive a unique perspective regarding capital expansion and construction projects unmatched by its industry peers. A-train operations and maintenance will be fully supported by our seasoned employees to perform track inspection, track maintenance, right of way maintenance, station maintenance, and all other tasks as required by the RFP.



# TAB N.

## Signals and Communications



TAB N.  
SIGNALS AND  
COMMUNICATIONS

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## FIRST TRANSIT PROPOSAL

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## SIGNALS AND COMMUNICATIONS

### Approach to Signals and Communications

*What is the offeror's approach to signals and communications?*

This tab highlights to DCTA our team's approach to Signals and Communications (S&C) maintenance, identifying how we manage, maintain and provide staff for these services. The table below outlines the general layout of this tab, summarizing DCTA requirements relating to the provision of S&C maintenance and demonstrating how we will comply with and exceed such expectations.

What DCTA Requires	Compliance	Demonstration
Contractor shall maintain all signal and communications elements	✓	All signaling and train control systems, networks, and radio towers will be maintained to achieve 99.99% reliability.
Contractor shall employ qualified staff	✓	All Systems employees will be trained and qualified in Signaling, Highway Grade Crossings, Tier One Network systems, and E-ATC PTC.
Contractor shall provide all signal and grade crossing materials, supplies and equipment (except for items listed in DCTA inventory)	✓	Spare materials will be kept on-site at the OMF and in the Metroplex at CTC's Fort Worth Electronic Assembly Facility (EAF). In addition, spare crossing gates and LED units will be maintained on each Maintainer equipped truck.
All maintenance shall be maintained to safe and reliable standards	✓	Maintenance tasks will adhere to a strict FRA schedule and will follow all regulatory and AREMA best practices.
Maintenance to be done in such a manner to keep service failures and train delays to an absolute minimum	✓	Maintenance during revenue operations will be limited to minor tasks. Heavy maintenance tasks requiring track and time will be conducted on Sundays.
Any modifications shall not be made without written authorization from DCTA	✓	Changes will only be made after review with engineering staff and DCTA. Changes will be documented and submitted for approval to DCTA.



What DCTA Requires	Compliance	Demonstration
Maintenance and construction materials shall meet AREMA recommended practices	✓	All materials for DCTA will be purchased by vendors that meet or exceed AREMA specifications. CTC has established relationships and accounts with North American railway systems vendors and distributors.
Contractor shall be responsible for coordination with the dispatcher and DCTA	✓	CTC is a wholly-owned subsidiary of Rio Grande Pacific, and the two companies will coordinate to provide superb dispatching and system maintenance to DCTA. In addition, CTC's systems employees are authorized to make on-site decisions that benefit DCTA and its customers.

## Signals and Communications Maintenance Approach

Our maintenance strategy is based upon the principle of Life Cycle Maintenance (LCM) utilizing Reliability Centered Maintenance and Condition Based Maintenance. The key fundamentals of our maintenance program are:

- Qualified and well-trained staff
- Standardized work procedures
- Application of Lean Maintenance (5S, process mapping)
- Capture and analysis of the track and track components, switches, ties
- Capture and analysis of service failures and defect data
- Tracking and analysis of Material usage
- Asset management
- Running repairs
- Compliant with all federal and state regulatory requirements



First has partnered with CTC, Inc., an experienced North Texas-based signaling and communications (S&C) engineering firm, to deliver the highest quality of S&C work to DCTA. As an industry leader in signaling and communications systems, with previous experience providing contract maintenance services to Class Is and other rail authorities, CTC is uniquely poised to understand the needs of DCTA. This ensures that from day one we will provide an FRA compliant, proactive preventive maintenance program to maintain the DCTA Signaling and

Communications availability requirements discussed in Tab E. Inspections and repairs will follow standardized processes derived from industry best practices across our operations. Our approach enables First to deliver the DCTA specified KPI for availability. Standardization is delivered through the implementation of standard operating procedures (SOP's) coupled with our quality and lean programs,

Working together as a team, First and CTC's initial approach will be to adopt the current preventative maintenance for S&C maintenance. This will include inspection cycles, processes and practices, testing, and maintenance documentation. During mobilization we will review the existing documentation, information and methods of working to ensure that they reflect industry best practice and comply with FRA requirements.

First and RGPC will provide all the necessary labor and equipment to perform the routine, program, and emergency track and signal inspection and maintenance services in a safe and efficient manner. This diverse partnership will allow for the best of both maintenance practices to be adopted, and ensures the First team can deliver superior, safety-conscious services to DCTA and its riders.

## Combined Signal and Communications Experience

In First's rail businesses, infrastructure contracts are effectively structured and deliver continual improvements in cost, performance, and safety. First is highly experienced in managing and closely working with providers to deliver reliable infrastructure, while proactively challenging delivery to support performance improvements.

For example, the cost of running the Great Western Railway GWR (the amount spent on infrastructure related operations and maintenance) has been reduced by 32% over the past ten years. This has been achieved through innovation, introducing new technology, and improving how work is delivered. In addition, the number of GWR service delays has consistently decreased and are now, on average, 40% fewer than in 2006/07. In addition, we consistently champion projects to enhance the infrastructure to improve safety, capacity, and performance. As a result, First has considerable experience in procuring and delivering major infrastructure projects. Our extensive infrastructure knowledge encompasses:

- Base plan development
- Capital MOW plan
- Routine and reactive maintenance of track and structure
- Maintenance of signal, communications and systems
- Third party projects
- Standards and record keeping
- Infrastructure Inspections
- Ordering and storing of parts

We work proactively with infrastructure maintainers to manage maintenance safely and efficiently, and to ensure that the impact on train service delivery is minimized. In the event of a right of way delay, we review the incident to identify root causes and action plans to mitigate future occurrences. Plans are agreed annually and delivery is monitored monthly.

As an added resource to our DCTA operations, Mac Andrade, First Group's Director of Infrastructure, will provide corporate guidance on maintenance of way and implementation of new rights of way projects. Supporting our GM Tom Tulley and Ricky, Mac will provide an oversight and advisory role in the mobilization and operation of the DCTA services. Mac has a long and extensive infrastructure maintenance career with Network Rail; he is an industry leader in managing all aspects of design, planning, development, construction and subsequent maintenance of all types of multi-user railroads.

## CTC, Inc.



To ensure we meet the service delivery requirements, First has partnered with CTC, Inc., a wholly-owned subsidiary of Rio Grande Pacific Corp (RGPC). As discussed in other Tabs of our proposal, we are partnering with RGPC to deliver the MOW and Dispatch requirements of the RFP. Since its inception in 2007, CTC has positioned itself as a leading industry expert in rail signaling and communication. In addition to S&C, CTC focuses on highway-rail grade crossing safety solutions and support services, including:

- Communications systems networks maintenance and design
- Forensic reconstruction and analysis of rail signal system operations after an incident to determine cause of failure
- Grade crossing design and review
- Preemption and interconnection of grade crossing warning systems with traffic signals
- Engineering project management
- Training
- Quiet zone planning and implementation
- Patented signaling and train control products.
- Positive Train Control systems and enhancement products



Although based in Fort Worth, Texas, CTC's reputation and scope of work spans from coast and coast. Current clients include<sup>1</sup>:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

<sup>1</sup> CTC's client list is **Confidential Trade Secret and Commercial Information**.

The CTC team will be led by Chad Baker, Director of Systems Integration Group. Chad is a 22-year industry veteran with extensive experience in all aspects of commuter and light rail signaling and train control (further details on Chad's experience can be found in Tab A). In addition to Chad, CTC has committed its corporate team to DCTA:

- Executive staff partnering
- Safety and industry leaders in all aspects of grade crossing safety
- Marketing and outreach support
- Accounting and auditing support staff
- Engineering staff and professional engineers (PE) licensed in Texas
- Construction crews based in Fort Worth, Texas
- Maintenance staff
- Electronic Assembly Facility in Fort Worth, Texas

Our partner's staff have participated in the development of industry standards, leading numerous national committees and working groups to institute new standards and recommended practices for grade crossing design, applications and safety. This includes modifications to the Federal Highway Administration's (FHWA) Grade Crossing Handbook, Manual on Uniform Traffic Control Devices (MUTCD), American Railway Engineering and Maintenance-of-Way Association (AREMA) Communications & Signal Manual, and the Institute of Transportation Engineers (ITE) Recommended Practices.

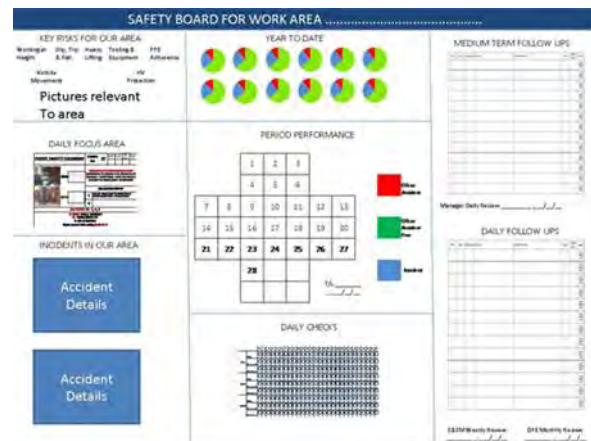
As well, many of CTC's employees joined the company from Class I and Class II railroads, municipalities, regional and state transportation agencies, and commuter rail systems. This range of experience allows our firm to bring an unparalleled depth and breadth of industry knowledge to each project we undertake. Many staff members are active in AREMA, APTA, and Institute of Railway Signal Engineers (IRSE). Several are past AREMA presidents and committee chairs.

To capitalize on this experience, First, supported by our partners CTC, proposes later in this Tab various staffing and shift plans to aid in the successful execution of DCTA's S&C maintenance work.



## HEALTH AND SAFETY

First will develop a S&C Health and Safety Plan that ensures, promotes and maintains a healthy and functional shop environment. This will clearly indicate a heightened focus on organization efficiency and a positive “Safety Culture.” At our maintenance locations significant improvements in safety have been realized through the introduction of the Injury Prevention Process. However, the drive toward ‘Zero’ injuries is and must be relentless, especially in a workshop environment where the risk of personal injury is greater.



The health and safety plan is based on the following concepts:

- Green Cross – a real time visual indicator of safety achievement
- Self-Check S.T.A.R. – Stop, Think, Act, Review
- Don't walk Past – Nothing is more important than Safety
- Engagement – Safety is the right and responsibility of all employees. However, in order for all staff to adopt these responsibilities they must be fully engaged
- Process – ensuring commonality of approach across functions
- Real Time – Information relating to safety must be displayed openly and in real time
- Recognition – employees are recognized and encouraged for achievement



We will incorporate elements of First safety policies and strategies into this S&C Health and Safety Plan, to further strengthen the Safety Culture, and ensure all members of our MOW maintenance staff are properly trained and conscious of workshop safety. This safety plan will ensure that staff are protected when working on the S&C. This will include implementing “Safety and Information Boards” at booking on points. These boards highlight safety topics, Personnel Protective Equipment (PPE) requirements, MSDS notifications and data sheets, service bulletins, new procedures, training updates, goals, performance, trends, and incident reports to keep safety front of mind at all times.



## Signals and Communications Organization

First's signaling and communications team will employ qualified staff to provide all signal and grade crossing materials, supplies and equipment (except for those items listed in the DCTA inventory).

*First's partner CTC will provide trained **Systems Maintainers** for DCTA's Signaling and Train Control Network. Our **Systems Maintainers** will be qualified in signaling and aspects of the DCTA WAN/LAN and Fiber Optic networks.*

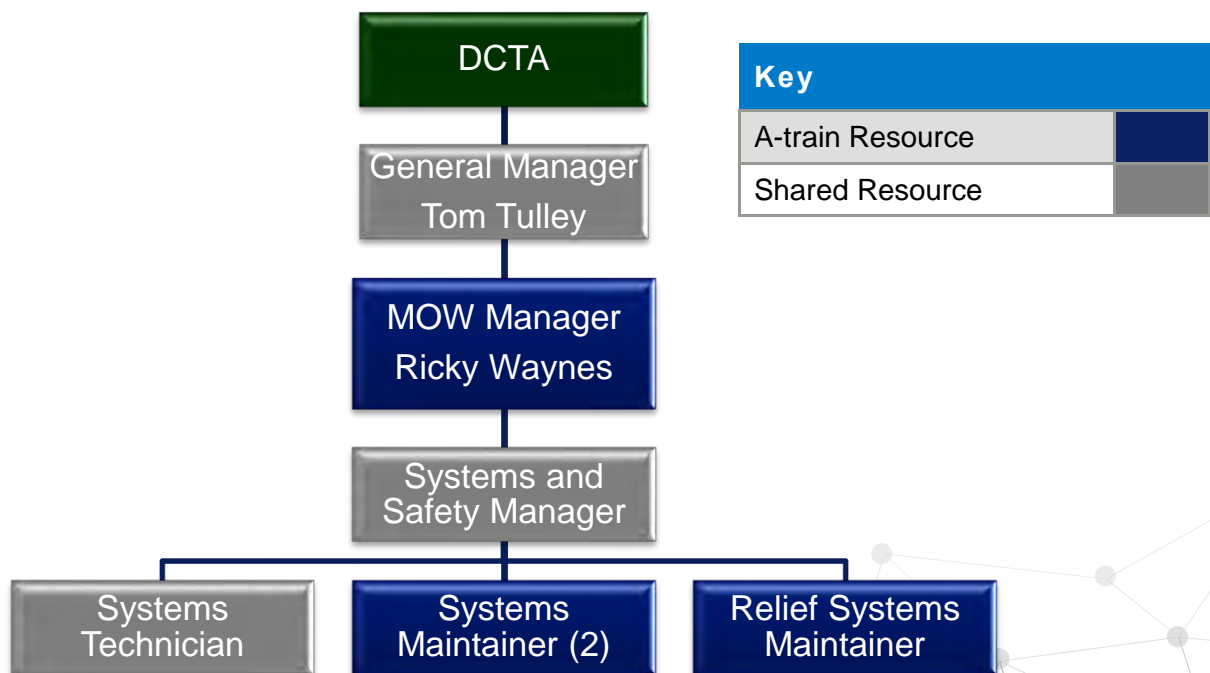


## BENEFITTING DCTA

### Staffing Structure

The Maintenance of Way (MOW) organization will be led by our MOW Manager, Ricky Waynes, reporting directly to the General Manager, Tom Tulley. Ricky Waynes will manage our partners CTC, Inc.

The following MOW chart illustrates the organization that we will put in place to deliver these requirements.



The Systems Manager will report directly to the MOW Manager, Ricky Waynes. First has worked with our partners CTC to assemble a local team to meet the signaling and communication needs of DCTA. Specific to this project, CTC will furnish a systems manager, systems technician, and two systems maintainers to DCTA. The reporting structure is outlined below:

Each individual group is required to carry out routine tests and inspections of the Signal and Communication Systems. The Signal and Systems Organizational Chart outlines each responsible team and allows each group to ensure that all testing, maintenance and inspection requirements are undertaken in accordance with DCTA expectations and regulatory requirements.

## POSITIONS DESCRIPTION

The organizational structure has been developed to ensure that testing and inspections have clear accountability within required responsibilities. The following role responsibilities outline what our principal staff will deliver on the network:

Role	Responsibilities
Systems and Safety Manager	<p>100% availability, shared resource only 50% of costs allocated to project, but available 24/7 to DCTA service</p> <p>First proposes one Systems Manager for DCTA service. This key position will service the day-to-day needs of the system, while also serving as Safety Lead for the signaling team supporting the General Manager. The Systems Manager will report to the Ricky Waynes, our MOW Manager and will work daily with Dispatch, MOW, MOE and DCTA, staff. The Systems Manager will also provide relief to the systems staff and will be empowered to make onsite decisions at the request of DCTA. The System Manager will upload data from the previous day and coordinate with DCTA for timely reporting of data and compliance reports.</p> <p>Safety Role – 100% availability, shared resource only 15% of costs allocated to project. We propose one Safety Lead for the signaling team supporting Ricky Waynes. This role is fulfilled by the Systems Manager.</p>
Systems Technician (25%)	<p>100% availability, shared resource only 25% of costs allocated to project. Systems Technician will be available 24/7 to DCTA service and will reside in the service area and headquartered in Fort Worth at Rio Grande Pacific Corp.</p> <p>First proposes one Systems Technician for DCTA service. This position reports to the Systems Manager and services the DCTA communications and train control network. Working closely with DCTA's IT staff and our signaling staff, this technician will maintain the Fiber, WAN, LAN, and wireless networks. Additionally, the technician will work closely with our dispatchers to ensure timely updates to the CAD application, firmware and hardware. The Systems Technician will be trained in all aspects of the network and embrace innovative technology for continued success of the DCTA service.</p>

Role	Responsibilities
Systems Maintainers (100%)	<p>Maintainers will provide 100% availability. First proposes two Systems Maintainers for DCTA service. The maintainers will split the 22-mile subdivision in half and be responsible for the day-to-day compliance and maintenance of the signaling and train control systems. Additionally, the maintainers will be trained as Tier 1 support technicians for the fiber, wireless, and communications networks.</p> <p>A.M. Maintainer responsible for the northern part of the subdivision and will be stationed at OMF at the beginning of the morning commute. P.M. Maintainer responsible for the southern part of the subdivision. The A.M. maintainer will monitor the road channel and respond to service delays. During the peak commute, the maintainer will perform minor CFR 234 and 236 tasks to ensure timely 28-day inspection schedule. When the P.M. Maintainer begins shift at noon he/she will engage in tasks that require track and time and servicing of the signaling system (cable resistant tests, etc.). Once service levels decline after the morning commute the Maintainers will commence work that requires track and time and servicing of the signaling system (power switch tests, etc.)</p>
Relief Systems Maintainer	<p>The Relief Systems Maintainer will provide as-needed relief and during times of unusual occurrence.</p> <p>First proposes a dedicated relief maintainer for additional support on an as-needed basis. The role will provide vacation relief, support during unusual occurrences, acts of God, or to supplement hours of service limitations. This position will meet all the training requirements and capabilities as described above.</p> <p>The proposed staffing approach benefits from the utilization of employees that are assigned to private contracts, and not shared with other regional transit lines. This allows greater flexibility and transparency, as well as improved cost-savings for the Authority.</p>

## Staffing and Shift Schedules

To provide comprehensive cover for all preventative as well as any unscheduled maintenance, we propose the following staffing and shift schedule for the Signaling and Communications team. Our signal and train control staff will report for duty to the DCTA Operations and Maintenance Facility (OMF) for a daily job briefing. Each shift will work for nine (9) hours and will overlap both the morning and evening commutes. Additionally, the maintenance staff will work six days a week with overlap on Sunday for heavy maintenance.

Staff	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Systems Manager	24/7 Coverage						
Systems Technician	24/7 Coverage						
Systems Maintainer							
A.M.	0500 – 1400	0500 – 1400	0500 – 1400	0500 – 1400	0500 – 1400	0500 – 1400	
P.M.	1200 – 2100	1200 – 2100	1200 – 2100	1200 – 2100	1200 – 2100	1200 – 2100	

## Staff Training and Qualification

At a minimum each signal and communication employee with complete the following training during the mobilization period:

Training	Course
Signal Apprentice Training	Six-week course
Advance Crossing Warning Systems Training	Weeklong course
FRA Subpart 234 and 236 Inspections and Tests Training Program	Weeklong course
Network and Wireless Mesh Node Training	TIER 1 level support
Railroad Safety Training	RWP GCOR Territory familiarization

Where additional training is required, employees will be provided with further training opportunities.

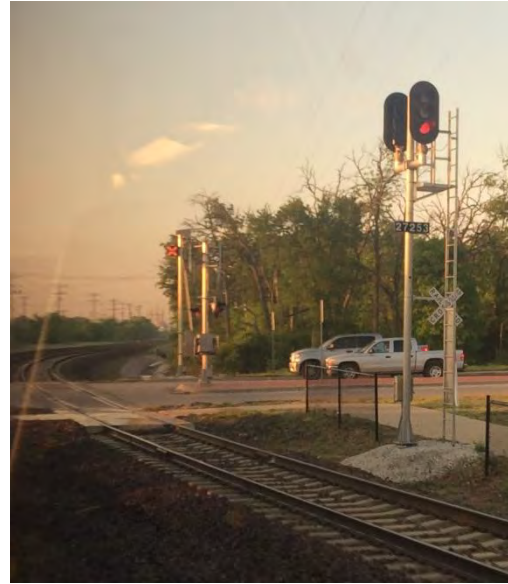
## NEW SYSTEMS MAINTAINERS

Any new Systems Maintainers will be required to undertake a specific training program, consisting of two main parts:

- The Theory of Electrical Fundamentals
- The Basics of Signal Warning Systems

Each new employee without experience is given up to one year to complete each of these courses. Until these programs are completed, they must be supervised when troubleshooting a crossing signal issue. Upon completion of each course, they must pass a written test.

Both courses also require a field test conducted by the Systems Manager. The field test applies the principles that were learned in the classroom to real events. The person who supervises the field test must sign off on the individual before the course is completed. Once a systems maintainer is trained on the workings of the signal warning system, they are allowed to work independently. Ongoing training is provided each year for all maintenance personnel on signal related issues and different types of signal warning systems. Furthermore, constant evaluation is made through First's efficiency testing program that is conducted each quarter by the maintenance supervisors, and managers.



## Signal and Communication Maintenance Plan

First, with the full support of CTC, will maintain all signal and communications elements including wayside signals, bungalows, signal equipment, signal power locations, track circuits, signal houses and cases, control cables and wiring, switch machines, grade crossing protection equipment (including gates, flashers, bells, signage, equipment), electric locks and derails, radios, data networks, communications infrastructure, telephone systems, and other related signal and communications equipment to ensure a safe and reliable service.

Signal and communication houses, cases, and apparatus will be kept free of brush, graffiti, rust, dirt, water, insects, and rodents.

Based on experience conducting signal maintenance for national and local rail lines, we have found that the most successful approach is to

properly plan for and conduct preventative maintenance strategies. The Signal and Communications Maintenance Plan will be customized to meet the inspection frequencies and preventive maintenance required to support a safe, reliable, and compliant A-train operations. Overseen by First, our partners will deliver a highly professional trained staff who will perform inspections, maintenance, repairs and construction. We will ensure that the maintenance of DCTA's A-train Signals and Communications is beyond reproach for both its safety and integrity. All work will be performed to adhere to FRA, State and local requirements.

First will direct our partner, CTC, to focus on all elements of Signals and Communications for innovative opportunities to improve reliability and safety, such as installation of highway crossing data recorders that provide predictive analysis of crossing health and status. Please also reference Tab R for additional innovative concepts.

The proposed Maintenance of Signal Service Plan includes elements specific to a Signal Inspection and Maintenance Program, such as proper upkeep of signals, appliances, equipment, etc., to ensure all preventive maintenance inspections are performed in accordance with FRA requirements, TxDOT standards, AREMA acceptable guidelines, and DCTA Standard drawings and Specifications.

*Our customized Maintenance of Way Plan will ensure a safe, reliable, and compliant DCTA rail operation infrastructure through comprehensive inspection, service frequencies, and preventive maintenance.*



## **BENEFITTING DCTA**



Signal and communications preventive maintenance involves keeping signals, appliances, equipment, power switches, codes line equipment and/or radio equipment in good working condition. The Systems Manager will use the following standard control documents for guiding the work:

- FRA Signal System Reporting Requirements (49 CFR 233)
- FRA Grade Crossing Signal System Safety and State Action plans (49 CFR 234)
- FRA Safety Advisories and technical bulletins
- Instruction Governing Applications for Approval of Discontinuance or Material Modification of a Signal System or Relief from Requirements of Part 236 (49 CFR 235)
- Rules, Standards, and Instructions Governing the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Devices, and Appliances (49 CFR 236)
- AREMA Signal Manual, current edition
- DCTA Communication and Signal Standards
- DCTA Signal Maintenance Manual
- TxDOT Rules, Standards, and Regulations
- Any other regulatory agency requirements

Each preventive maintenance schedule consists of a task-specific, repeatable plan. In each plan, the tasks for maintenance activity along the right-of-way are grouped into the following categories:

Category	Maintenance Activity
Inspect	A careful and thorough visual or manual survey of the equipment or area to be inspected
Detect	Incorporates the specific measurement and observation in relation to the specific acceptable tolerances. An example would be the performance of Electro Code track circuits for optimum shunting
Repair	If defects are detected, the employee is to begin the correction of all identified defects and failures within the prescribed times
Renew	If required, perform improvements to the equipment of structure in to prevent and future defect
Report	Record, distribute, file and detain detailed inspection findings and completed repairs into electronic system using MaxAccel

The Preventive Maintenance Program provides frequency of tasks, task descriptions, and regulatory requirements.

## *Signal & Communications Preventive Maintenance Program*

The scheduled maintenance program for signals, interlockings, automatic signals, switches, antennas, crossing start DTMF radios, signs, detectors, and grade crossing equipment will conform to all applicable FRA guidelines regarding inspection and reporting procedures. The latest AREMA maintenance standards will be incorporated into all our maintenance procedures, which are reviewed periodically and updated annually. All detailed inspection records will be documented in MAXAccel, and, in conjunction with hours of service documentation, be incorporated into the proposed dashboard as described in Tab D.

## *Communications and Network Preventive Maintenance Program*

The scheduled preventative maintenance program for communications and networks includes Dispatch equipment, Enhanced-Automatic Train Control (E-ATC) systems, wireless mesh network, and VHF AAR Road Channel radio communication equipment.

First will guarantee that all planned maintenance activities conform to the applicable FRA guidelines and DCTA mandates regarding PTC preservation strategies. In addition, we will work in conjunction with Alstom to provide support and troubleshooting of the E-ATC PTC systems for DCTA.



## *Additional Activities*

In addition to the general signals and communications activities, we will carry out the following:

- Log all Manufacturers' information along with maintenance and service schedules into Infor EAM's asset management system so that service records and other relevant information can be updated reviewed and audited
- We will comply with the Manufacturer's maintenance standards and recommendations to ensure that all new and existing warranties remain valid. Tests and inspections will be documented and exceptions will have an Action Plan for necessary repairs to be completed in a timely manner based on the severity of the exception found
- Necessary parts, spares and equipment, as identified in the Capital Maintenance of Way Service plan will be logged into Infor EAM and properly stored and available for repairs as needed

- Routine daily inspections of the ROW will identify spot maintenance needed in regard to vegetation, line of site issues and graffiti and inform the MoW team as appropriate
- Quality inspections will be performed on an annual basis to determine condition and reliability of equipment. Inspections will provide grades of equipment condition and wear patterns. This approach will enable us to make cost effective decisions on equipment changes and upgrades

## Signal and Communications Activities

### *Condition Based Maintenance (CBM)*

First recognizes a proactive approach to Condition Based Maintenance (CBM) on DCTA's signaling and train control structures is the most effective way to increase reliability while minimizing costs. In particular, CBM is very efficient in its ability to determine the overhaul and OEM requirements.

Mobilization of the MAXAccel system, which will be utilized for asset management, includes the preparation and configuration of PM and CBM to meet our exact maintenance specifications. The PM application includes prescribed plans and schedules for all fleet, facilities and rail equipment. Key elements of PM and CBM to be reviewed and readied for the cut-over include:

- Scheduled PMs, Part Lists, Tasks and Maintenance forecasting critical to executing the maintenance plan on-time, on-budget with the right personnel.
- Definition of Model WOs, Maintenance Routes, PM schedule that provide stable, repeatable work essential to meeting quality and on-time performance measures
- Condition-Based Maintenance (CBM) Meters (i.e. run-time, network performance, bandwidth analysis etc.) to enable our strong focus on performing maintenance, program and repair at the right time, for the right reasons to extend the performance and effective life of DCTA rail assets

This approach will allow for predictive analytics and assist in meeting Condition Based Maintenance goals, real time tracking of asset inspection, condition, and expected life cycle. Below are a few features proposed:

- Asset tracking
- Life cycle status
- Configuration management
- OEM service bulletin and product firmware upgrade releases
- FRA 234 and 236 compliance
- Easy access to historical testing and repair records
- Integrate with AssetPro Signal for Maintainer electronic certification of alert resolution

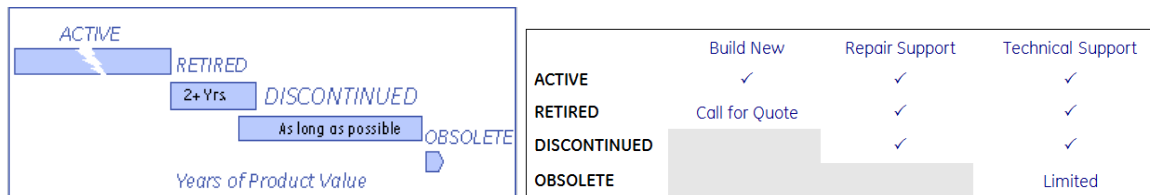
- Create custom forms for recording Alert conditions on grade crossings, signals and track defects
- Dashboard interface for stakeholder review and assessment

DCTA management and its designees will have real-time access to the database and will be able to pull up the latest:

- Latest inspection date and who inspected
- Last firmware update
- Product service bulletins
- Life cycle expectations

Our proposed solution will provide DCTA with reports that will assist in its obligation of the federal requirements related to FAST ACT. With this data and asset knowledge we will develop and deliver annual asset look ahead reports that will provide DCTA with tangible data for Capital Improvement Projects and budget planning. First and CTC will continually monitor “Product Life Cycle” The primary drivers for a change in life cycle status are material obsolescence and technology improvements.

Below is an example of the OEM manufactures process that will apply to DCTA’s signaling and train control system.



CTC’s x-TCM product, currently deployed on DCTA’s signaling network, will allow for predictive analysis of track circuit shunting sensitivity and digression in shunting. This analysis will allow for proactive maintenance and component replacement before failures arise.

## *Maintenance of Communications and Systems*

The Systems Technician is responsible for the maintenance of the communications and systems.

This includes:

- Rail related radios
- Identifying access and maintaining access to hand-holes and man-holes.
- All wayside communication systems (including PTC systems)
- DCTA wireless mesh network
- DCTA fiber optic networks and supporting equipment for A-train
- A-train Communication Bunkers, including HVAC, Radio equipment, and battery backup systems/UPS.



For systems that interface with the Dispatch and PTC back office systems the Systems Technician will work with the Dispatching and Operations staff to ensure that the availability of these systems is maintained. This will ensure that we have an integrated approach to the repair, inspection and maintenance of these systems.

## *Maintenance Materials and Inventory*

First will ensure that material for maintenance or construction shall meet and/or exceed AREMA recommended practices, and any subsequent DCTA Signal and Communications Standards. Any deviation from these standards shall be approved by DCTA in writing.

## *Temporary Signal Repairs*

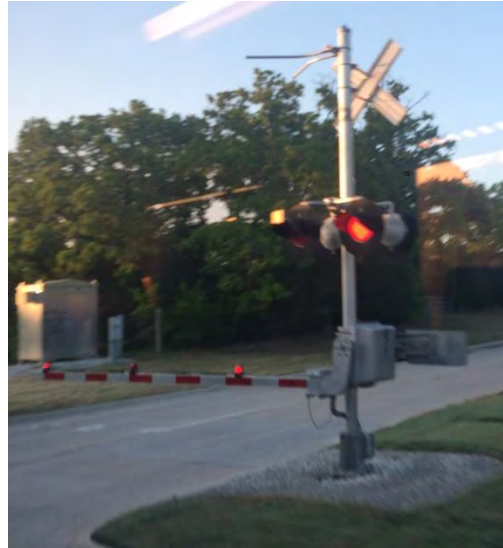
First will ensure that temporary signal repairs are made permanent as soon as practicable, with a goal for temporary repairs not to exceed 15 days. In no case will temporary repairs be in place for more than 30 days. For example, First will track all repair components through the RMA process and ensure OEM components are replaced as required.

## Crossing Gates

Broken crossing gates will be repaired within two hours after notification and arrival at the location. Upon receipt of a credible report of any type of crossing warning system defect, damage, false activation or activation failure, we will take extensive action to protect trains and motorists using the crossing. Any such protection will be in compliance with FRA Part 234.101 through 234.109 regulations.

## Modifications

From time to time, modifications may be necessary. When safe to do so, we commit to obtaining written authorization from DCTA prior to any modifications to signal and communications systems. In case of emergency, we will inform DCTA of any modifications we have made within four hours of implementation.



## Inspection Procedures and Practices

### SIGNALS AND WAYSIDE EQUIPMENT

Our Systems Manager will perform regular signal and communications inspections along the DCTA owned and operated ROW in accordance with FRA and DCTA requirements and regulations. Inspections will occur both on scheduled intervals, and in response to emerging situations of concern, such as failure, potential damage, adverse weather conditions, etc. Typical inspections will include:

- Gate crossings
  - Activating each crossing and confirming that the gates lower within proper time requirements, bells chime, and lights work
  - Operational checks of crossing circuitry switch circuit controllers, crossing circuitry timers, fouling circuits, etc.
  - Verifying mechanical clearances and torques of all gate mechanisms and the operation of interconnected grade crossing warning systems and traffic control signals
- Visual, electrical, and ground isolation tests of batteries
- Visual and electrical value checks of vital relays
- Visual inspection of lighting protection



- Operational checks of power switch machines and controllers
- Visual inspections of wayside signals
- Checking circuit plans legibility and accuracy

All inspections will be completed in the time frame required by FRA guidelines and contract documents. Before any inspection begins, the maintainer will conduct a job briefing with the supervisor to review the planned work. Once the maintainer has determined that the task can be safely performed, the maintainer will perform the inspections as dictated by FRA practices. Upon completion of the testing, the maintainer will upload all results into MaxAccel. In performing regular inspections and preventive maintenance, First will comply with workmanship and material standards.

Defects found during any inspection or during routine or preventative maintenance will be noted on a Defect Report. Appropriate action will be taken to correct defective items noted in a Defect Report prior to the operation of any Revenue Vehicle.

Signal Tests and inspections follow the circuit plans, inspections, and relays according to:

- FRA RULE: 234.201 and 236.1 – Circuit Plans
- FRA RULE: 234.263 and 236.106 – Relays

## Inspection Cycles

The FRA requires the following testing intervals that will be performed by the Systems Maintainers on a 28-day schedule for their tests and inspections which will ensure that tests will always be completed in the required FRA time frame within the scheduled work periods assigned. Below are the components: The following table presents an example of CTC Preventive Maintenance and Inspection Program.

Component	Interval
Highway Warning Systems and Devices	28 day inspections 90 day inspections 365 day inspections termination shunts – 90 day inspection tunable couplers – 90 day inspection
Power Switch Machines	28 day switch obstruction inspection 90 day switch circuit controller inspection 90 day switch overload inspection 180 day switch clutch inspection

Component	Interval
Switch Machines	28 day switch obstruction inspection 90 day switch circuit controller inspection 90 day latch out feature inspection 90 day contact roller/trungine inspection
Switch controllers	90 day contact inspection
Switch fouling & bonding	(Control Point) – 28 day inspection (Hand Operated) – 90 day inspection
Insulated Joints	(Highway Warning Systems) – 28 day inspection (Control Points) – 28 day inspection (Intermediate Signals) – 90 day inspection (Hand Throw Switches) – 90 day inspection
Battery voltage & capacity	28 day inspection (Highway Warning Systems) 90 inspection (Wayside Signals) 90 inspection (Wayside Equipment) 90 day inspection (Wayside Detectors/ Hot Box Detectors)
Battery ground test	28 day inspection (Highway Warning Systems) 90 day inspection (Wayside Signals/Wayside Equipment)
Wayside Color Light Signals	semiannual signal light units inspection semiannual junction box/wire connections inspections

## MONTHLY INSPECTIONS

- Signals – Visual inspections along the right-of-way will take place weekly to ensure compliance with 49 CFR 234 and 236 in case of damaged crossing gate equipment, lightning arrestors, switch cases, and control point battery voltage deterioration. This includes visual inspection of PTC equipment, antennas and network switches. Systems inspection dates and results will be recorded in the Dashboard and later summarized in a monthly report.
- WAN/LAN Network – For DCTA Network, UPS battery units, antennas and on-board devices that are part of the system, CTC inspection and maintenance cycles are based on the manufacturer's guidelines and DCTA's requirement.
- Fiber Optic network – First will monitor, maintain, repair and troubleshoot DCTA's owned fiber optic networks and supporting equipment.

## Testing of signal apparatus

The signals and communications department will perform a number of monthly testing activities, as prescribed by both 49 CFR 234 and 236. All required testing reports will be completed and uploaded into MAXAccel. Examples of monthly scheduled maintenance tasks are:

- Switch obstruction tests
- Route locking tests
- Signal indication locking tests

## SIGNAL

All signal systems and related components will be inspected and tested in accordance with FRA 49 CFR and DCTA. All test reports and results will be logged into the MaxAccel system for audit and review by FRA and DCTA.

We will conduct routine visual inspections and tests of crossings and signal appliances. The inspections will occur both on scheduled intervals and in response to emerging situations of concern, such as concerns of failure, potential damage, adverse weather conditions, etc.

## Ensuring Regulatory Compliance

All maintenance will be performed to safe and reliable standards established by the FRA, *Manual on Uniform Traffic Control Devices* (MUTCD), AAR, AREMA, State, and Contractor standards.

## Investigating Signal and Crossing Failures

Often times an investigation will begin only after a discovery is made in the field in response to a notification from the public or a train crew. In these cases, the Systems Maintainer responding to the initial call will inform the Systems Manager immediately as to the situation, safety is of first importance in these situations. The Systems Maintainer will take appropriate action. In some cases, this involves setting the affected equipment to its most restrictive state.



## GOOD SIGNALING PRACTICES

It is imperative that good signaling practices be adhered to at all times when performing an investigation. First will ensure all current processes and standards are followed in the event of any Signal or Crossing related failure. This includes but is not limited to:

- DCTA General Instructions
- DCTA General Code of Operating Rules
- CTC Signal Maintenance Manual
- Record of Conversation Document
- CFR 49 parts 234, 235, and 236

In general, our procedures include:

- Take all necessary measures to protect train operations by disabling the affected piece of equipment and taking the site out of service
- The Systems Manager will mobilize available maintainers and technicians to assist in the investigation
- The Systems Manager will ensure that ALL available resources are utilized in a timely manner
- Keep a written log of all timelines, personnel involved, and their actions (employee statements). If practicable, capture photographic information
- Assist with any interviews being conducted by DCTA and its agents
- Report any indication of negligence to the Systems Manager, MOW Manager, General Manager, DCTA and its agents

## IMPORTANCE OF COMMUNICATIONS

We will maintain the communication strategy listed below without deviation. The quality and outcome of the investigation depends highly on this:

- ALL questions from DCTA are to be fielded through the Systems Manager
- Before the investigation begins, a conference call is to be held between the Systems Manager, MOW Manager and DCTA's representative in order to define the severity of the incident and agree upon the approach to investigate. This is to address any additional concerns DCTA may have above and beyond current DCTA and FRA regulations and procedures
- The Systems Manager will communicate the agreed upon strategy to the MOW Manager and initiate the investigation
- The Systems Manager will direct all signal maintainers and technicians throughout the investigation and update the MOW Manager as required
- The Systems Manager will ensure all appropriate maintainers and technicians are dispatched in a timely manner

- The Systems Manager will ensure that the Operations Center is notified and updated during the process. The Operations Center will send appropriate personnel to be on site in order to confirm all documents are collected and captured in a non-bias manner
- The Systems Manager will provide regular updates to the MOW Manager as required
- The Systems Manager and MOW Manager will provide regular updates to all required stakeholders following a reported failure

The following are the steps that we will take following a signal related failure such as:

- Signal and Switch Machines
- Gate and Grade Crossing

First will immediately report to DCTA all malfunctions that result in a Signal or Activation Failure. Our staff will respond and arrive at the location no later than one hour after a failure notification.

If it is determined that a modification or change to the existing system is required to ensure the safety of the public, First will make required modifications using good judgment in keeping with the standard of care, and in accordance with federal, state, and local regulations. Depending on the type of failure that occurs will dictate the investigation procedures.

### **Gate and Grade Crossing Failure**

First will submit a report within 24 hours to the Dispatch Center and DCTA that provides the failure cause and all planned corrective actions. First will then submit reports to the FRA regarding the Activation Failure as described in FRA CFR Part 234 regulations.



### **Highway and Highway Grade Crossing Warning System Modifications or Changes**

The Systems Manager will notify DCTA of changes associated with failures within 48 hours after making the change. We will provide a written description of the change, including drawings, calculations and other pertinent data.

## Train Delays Due to Signal Failures

The Systems Manager will submit to DCTA a monthly Train Delay Report due to signal failures no later than the 10<sup>th</sup> day of the following month.

- The Report will include a breakdown of preventable and non-preventable Signal failures
- Adjustments to the report will only be made only after review and with concurrence of both First and DCTA
- First will develop Signal Failure Response Procedures for the DCTA

## Trouble Log

First will maintain a "Trouble Log" of each trouble incident that will include time of initial notification, exact location, type of problem reported, type of problem found, corrective action taken, time trouble cleared and any other information deemed appropriate by DCTA. This log will be kept in the MAXAccel in the DCTA approved format. The Trouble Log will be reviewed monthly by DCTA and First management to determine if any further actions are required.

## *Inspection and Maintenance Records*

### SIGNAL AND COMMUNICATIONS RECORDS AND DOCUMENTATION

#### Signal and Communication Test and Inspection

For all signal and communications tests and inspections, the dates and results will be recorded on a form in the field and then loaded into MAXAccel for storage and distribution. These test and inspection reports will be the basis for the monthly FRA Test Compliance Report sent to DCTA.

#### Signal and Communication Maintenance

When we perform signal and gate crossing work, including regular maintenance, repairs, and replacements, the work will be documented and stored in MAXAccel.





## Service Disruption

We will ensure that Signal and Communications systems will be maintained in such a manner as to keep service failures and/or train delays to an absolute minimum.

### *Working with Dispatch*

The Signaling and Communications team will be in constant contact with the Dispatch office to ensure coordination of any issues that impact the service. This typically relates to any unusual occurrence which would cause service disruption, likely to result in public complaints or inhibit the safety of the general public (including crossing accidents, FRA code violations, false proceeds, crossing activation failures or any severe damage).

We will work with both the DCTA and local law enforcement on time notifications of highway grade crossing malfunctions. All credible reports of system malfunctions will be taken seriously and acted upon. In accordance with FRA regulations First, Rio Grande Pacific, and CTC will respond and initiate safe measures to protect the public, employees and assets. Escalations will be required for the types of reports but not limited to:

- Activation Failures
- False Activations
- Partial Activations
- False Proceeds
- Non-conformance with regulations
- Other damage

In addition, we will work with DCTA to continually improve communication with local law enforcement and regulatory agencies.

### *Service Failures and Train Delays*

First, with its asset tracking and skill sets of its employees, will keep service failures and train delays to an absolute minimum. However, given the complexity of transit systems and forces beyond the control of the railroad and its users, we will work to mitigate delays by coordinating with other departments. For example:

In the event of a reported broken gate we will coordinate with other departments and outside entities such as operations, dispatch and local law enforcement to provide resources to protect the crossing to keep the railroad fluid while repairs are being made.



## Maintenance of Communications Towers

Through CTC, we will maintain both the North and South towers in conformance to the applicable FCC requirements and the sites licenses.

DCTA VHF Voice communications systems maintenance will include, but is not limited to:

- Corrective maintenance including diagnostic services, replacement of hardware modules, and correcting or replacing software.
- Preventive maintenance including hardware cleaning, lubrication, and filter replacement; tracking and installing software upgrades for covered equipment; upgrading the radio system with new equipment and remaining up to date with all new available technologies; and interfacing with FCC and AAR frequency coordinators.
- Record keeping associated with all work performed relative to the corrective maintenance program, including tracking of repairs by unit/component serial number.
- Record keeping associated with all work performed relative to the preventative maintenance program, and generation of monthly and quarterly reports.

The towers will be inspected annually or when there is an indication of a lightning strike, wind gusts in excess of 70 MPH or sustained degeneration of signal. Such inspections will include checking the anchor bolts and grounding connections, in addition to inspecting the ground cable, coax, antennas, connectors and cable ladder for signs of wear or deterioration. The towers will be climbed annually in order to inspect all bolted or welded connections for signs of rust. When any repairs are required, they will be made with steel containing a cold galvanizing compound conforming to ASTM A780.

## Maintenance of Approach Warning System

First will coordinate all maintenance activities in the joint use corridor with DART and its beneficiaries. During mobilization First and DART will together develop a notification procedure for the joint use corridor. We will annually coordinate a site visit and coordination meeting with DCTA, DART, and DGNO, on the operating procedures for the joint use crossings. This will facilitate revisions and refinement of the corridor.

In the “Joint Use Corridor” we will rely on both our dedicated DCTA maintainers and also our maintainers in the Metroplex to ensure timely response of 40 minutes.

First will maintain the approach warning system within the DCTA Corridor from M.P.742.80 (Ismaili Center Circle) through M.P. 742.40 (W.B. SH-190 Frontage Road), supporting the DART Signal Department, where necessary, in their maintenance of the warning devices (including crossing gates, lights, cantilevers, and signs) for the three crossings within this line segment.

## First's Comprehensive Approach to Signaling and Communications

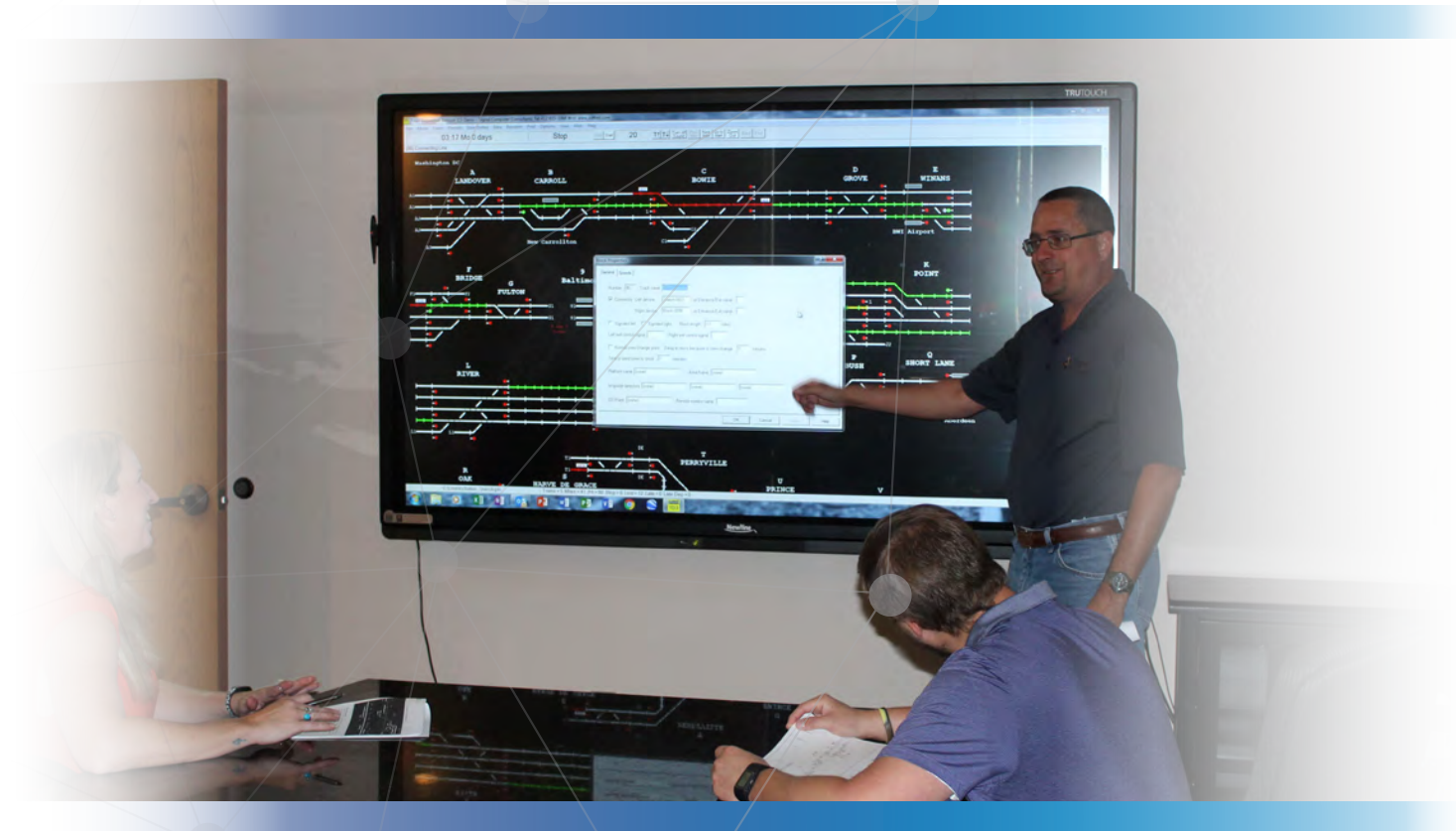
As the detail in the above tab comprehensively demonstrates, First, supported fully by signaling and communications partner CTC has the capabilities to effectively deliver on the communications and signaling work scope as developed by DCTA.

First will provide quality assurance and oversight to ensure the integrity of the system and full compliance for A-train operation. This will be underpinned with staffing structure to ensure contract delivery. Selecting First for this property will ensure that the signaling systems and infrastructure will not only remain fit for purpose, but will be also remain functional to the highest standards.



# TAB O.

## Dispatch Information Systems



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## DISPATCH INFORMATION SYSTEMS

### Dispatch Information Systems

With Tab I presenting our approach to dispatch, this tab highlights the dispatching systems we will inherit and subsequently use. Our approach involves the transition from Wabtec's TMDS to RailComm's DOC dispatching system, as detailed throughout this tab. By deploying RailComm's DOC system, First will ensure the successful delivery of DCTA's required KPI of 99.9% dispatch operational availability during scheduled service hours.

The following table identifies the key requirements of DCTA and how we will ensure these requirements are exceeded, in the most cost-effective and safe manner.

What DCTA Requires	Compliance	Demonstration
Dispatch Operational Availability	✓	Primary dispatch will take place at our existing facilities in Fort Worth.
Demonstrate capability of dispatching using DCTA's TSR PTC workstation	✓	RGPC is highly experienced and capable of dispatching using DCTA's TSR PTC workstation, and will coordinate with Alstom as required.
Plan for ensuring that primary and backup recovery of dispatch and other vital systems are in a state of good repair and are tested as necessary	✓	RGPC's dispatching system and processes provide a resilient and flexible hybrid solution, ensuring that dispatch activities can take place from any location with Wi-Fi connectivity.



## A-train Dispatch Information Systems

*Describe your information systems relating to dispatch. Describe your plan for ensuring that primary and backup recovery of dispatch and other vital systems are in a state of good repair and are tested as necessary.*

As detailed in Tab I, dispatching from the Rio Grande Pacific dispatch center in Fort Worth, Texas enables First to provide DCTA with a cost effective value added proposition. Our evaluation and knowledge of the current Computer Aided Dispatch (CAD) system as identified in the table below:

Capability	RailComm	Current CAD system
Cloud Hosting Capabilities	Yes	No
Thick Client	Yes	Yes
System at latest version	Yes	No
Hardware Under Warranty	Yes	No
Temporal Separation Compliant	Yes	Yes
Service Level Agreement	Yes	No
Technology Refresh included in SLA	Yes	No
Ongoing maintenance costs	\$12.5K/year	\$50K/year

With First's proposed RailComm DOC CAD solution, RailComm has current deployment with similar operations as DCTA

- Capital Metro in Austin, Texas
- Temporal Separation compliant
- Hybrid cloud-based solution with offering of three levels of redundancy
- RailComm's SLA and pricing includes Technology Refresh
- Overall value of the RailComm solution results in a lower cost than negotiating with the current CAD provider

*Our price includes a SLA with RailComm for the duration of the contract for the replacement of servers, workstations, monitors and network equipment.*



## BENEFITTING DCTA

First and Rio Grande Pacific have been customers of RailComm for nine years and RailComm has exceeded our service expectations, as further described in the sections below. These features will provide added value and cost-savings to DCTA, while providing 24/7 coverage of the network.

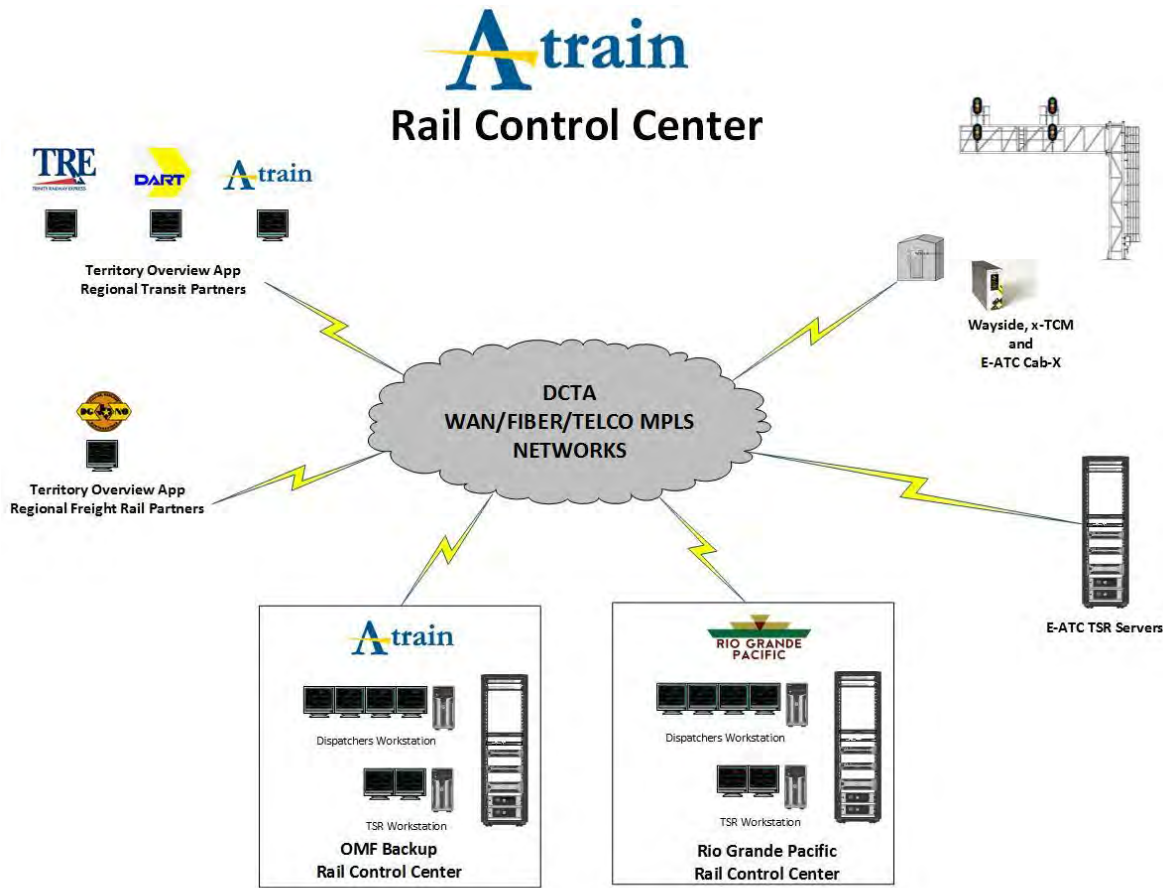
### *RailComm's DOC® (Domain Operations Controller)*

RailComm's DOC® is a cloud-enabled advanced command, control, communication, and information platform that supports a wide variety of integrated solutions for indication, control, access, and distribution of critical operational data across the railroad enterprise. At present, the DOC System controls more than 20,000 track miles of mainline CTC, dark territory and yard operations. DOC supports a variety of applications for yard automation and mainline dispatching. RGPC currently uses DOC® to dispatch all of their properties.

Our proposal includes the provision of the RailComm equipment, both at the OMF and at our RGPC Dispatch Center in Fort Worth.

As shown above, we firmly believe this offers a significant advantage over the existing system, which would at the very minimum require an upgrade to improve reliability and functionality to meet the ongoing requirements of the RFP.

We propose that the costs of the introduction of the RailComm DOC® are include as part of the A-train Capital Improvement Program in year 1 of the contract. As it will be funded by DCTA, this equipment (including RailComm equipment installed at the RGPC Dispatch Center), will become the property of the Authority and will be transferred to DCTA ownership at the end of the contract.



*DCTA Top-Level CAD Office Architecture*

## MAIN FEATURES

- Graphical User Interface (GUI) – This displays all controlled devices and surrounding track layout graphically. It provides the dispatcher with the status of the railway and includes system messages and alerts. It also enables the dispatcher to manage Track Warrants, Track Bulletins, and Track and Time
- RailComm's Railroad Manager Suite – computerized asset management module that integrates train resources information allowing for the management of trains, cars, end of trains, crew members, train calls, train delays, weather conditions and more. Provides a seamless integration of the electronic train sheet with the DOC GUI
- Operating Bulletins (OB) – In addition to the GCOR specific track bulletins, forms A, B, and C, the OB module manages railroad specific bulletins that provide a collection of restrictions that simplify their tracking and execution. These OB include the Daily Operating Bulletin (DOB), the Current Operating Bulletin (COB), and the Train-Specific Operating Bulleting (TSOB)

- Graphical Playback – This is essentially a graphical log of all events on the system which will replay events at normal or accelerated speed
- Reporting Service – Key information from the RailComm system can be accessed from computer or mobile devices that have authorized access. Critical information such as OTP, operating hours, miles, can be exported for integration with customer dashboards
- Third Party Interfaces – The DOC System can be easily interfaced with many enterprise systems used in the rail industry, including asset management and data analytic software

## TECHNOLOGY

The system uses commercial equipment, and is scalable from a single workstation up to a fully redundant client server system supporting multiple workstations at various control locations. From an IT infrastructure perspective, RailComm's DOC system simply requires:

- Microsoft Windows Operating System
- C++, object-oriented programming
- Commercial off-the-shelf (COTS) computers, components, and programming libraries
- Fully compliant SQL database

## Integration with DCTA Infrastructure

RailComm's DOC system will integrate into DCTA's existing signaling and train control systems network. DOC leverages existing code lines and packet switches to communicate to field devices. DOC's code server will communicate directly to field vital processors via existing ATCS protocols and TCP/IP schemes. DOC's ability to run in tandem with the TMDS code server will ensure smooth integration and transition. The field vital logic controllers will not be affected by the transition.

*DCTA will be provided with view-only access to our live dispatching systems, available on mobile devices*



## **BENEFITTING DCTA**

RailComm's DOC code servers speak Genisys Protocol by nature and Genisys is the field protocol currently proposed in Alstom's E-ATC TSR solution. DCTA can expect smooth integration between the two systems and their interoperability.



## Transition from Wabtec TMDS Dispatch System – Deployment Plan for RailComm

In order to facilitate a smooth conversion from the existing dispatch site in Lewisville to the new site in Fort Worth, RGPC proposes two phases of transition, the first beginning day one, and the second occurring six months after the contract starts on October 1, 2016. In the interim of phases one and two, RailComm will examine the existing Wabtec infrastructure, then design and establish protocols to develop a customized system specific to DCTA. This new system will be tested and fully compliant prior to the initiation of phase two. All live testing will be carried out in parallel with the operation of the existing TMDS system on Saturdays and Sunday to ensure that the system will be up and running on the required date.

<b>Phase One (Oct 1 2016)</b>	RGPC dispatchers take over existing Wabtec system, and transition to new onsite dispatch at Fort Worth All phone lines and servers are immediately forwarded to the new Fort Worth location
<b>Phase Two (Apr 2 2017)</b>	Implementation of customized RailComm dispatch application and protocols

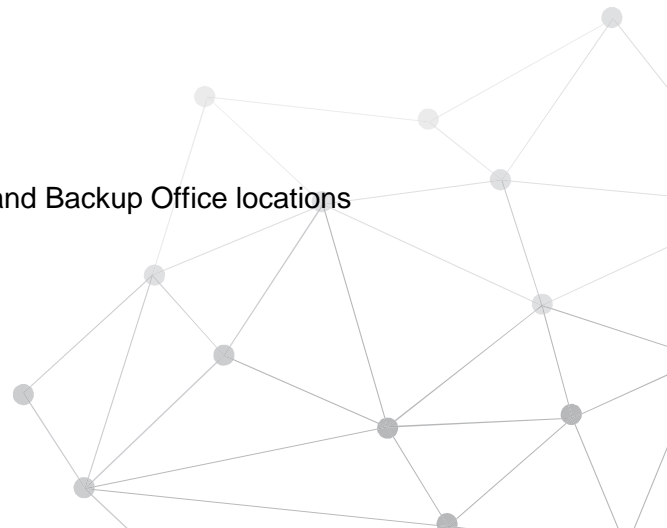
## Alstom PTC integration

The RGPC and CTC teams will work closely with Alstom's E-ATC division to ensure smooth integration to the proposed TSR system and its related User Interfaces Network Attached Storage (NAS) application.

During the integration phase, First will support Alstom in its systems integration through collaboration and support from a proposed Technology taskforce.

In addition to the items below, our focus will include wayside application support and GCOR compliant requirements:

- System architecture
  - WAN TCP/IP topology
  - IP address schemes and subnets
- Server configurations
  - TSR Workstation
  - TSR Server
  - Mirrored Network Attached Storage (NAS)
  - Fail over testing and support of the Primary and Backup Office locations





- GCOR compliant directives
  - Temporary Speed Restrictions (TSR)
  - Work Zone Limits
  - Mandatory Directives at Crossings
  - Event Log Data, Filtering, and Reporting

The First team will work closely with DCTA and Alstom to assist with FRA approval and pre-revenue demonstrations and documentation. First, RGPC and CTC's technology teams will work in tandem with DCTA and Alstom to ensure optimum security and encryption of important data on DCTA's train control network. In addition to the above, First will collaborate on the training requirements for the Operations, Dispatching, Signal, and IT personnel on the TSR system.



## Maintenance of Dispatch Systems

RGPC's IT staff is responsible for the maintenance of the TMDS dispatch system and for the development and implementation of the Software Management Control Plan.

DCTA

DCTA_Dispatch Console Ft. Worth	PING 0 msec	Replication Tr... 6,599 kbit/s	CTC Signal La... 6,589 kbit/s	(005) Adaptiv... 0 kbit/s	Uptime 345 d	HTTP 37 msec	System Healt... 6 %	System Healt... 749 MByte	CPU Load 6 %
DCTA_Dispatch Console Lewisville	PING 0 msec	Replication Tr... 6,590 kbit/s	CTC Signal La... 6,581 kbit/s	(005) Adaptiv... 0 kbit/s	Uptime 345 d	HTTP 33 msec	System Healt... 6 %	System Healt... 749 MByte	CPU Load 6 %
_WABTEC_UMI Interface	PING 16 msec	HTTP 64 msec							
DCTA_xTCM_01	PING 20 msec	Uptime 161 d	Traffic to Lew... 375 kbit/s	Traffic to Azu... 0 kbit/s	Traffic From A... 1 kbit/s	Local Noise R... 1 kbit/s	xTCM Web In... 53 msec	CPU Load 0 %	Free Memory 84,975 kb
DCTA_xTCM_02	PING 20 msec	Uptime 161 d	Traffic to Lew... 373 kbit/s	Traffic to Azu... 0 kbit/s	Traffic From A... 1 kbit/s	Local Noise R... 1 kbit/s	xTCM Web In... 54 msec	CPU Load 0 %	Free Memory 84,975 kb
_DCTA_North Tower MUX	PING 16 msec	HTTP 113 msec							
_DCTA_South Tower MUX	PING 16 msec	HTTP 64 msec							

As demonstrated in the mocked-up screenshot above, First's dispatching solution will actively monitor all network nodes, workstations and touch points. This functionality will provide our network and systems personnel with proactive preventive solutions and up-time reliability.

RGPC's Dispatch Management will ensure that all maintenance and software updates required to maintain a 99.9% up time for all dispatch and support systems are in place. This will include:

- Backup of the systems on a weekly basis and in advance of any changes. Backups will be stored both on site and at a secure off site location to ensure they are always available. DCTA will have full access to all backups upon request
- Update of GUI as a result of physical changes prior to track reopening for service after the change is implemented
- Implementing all OEM upgrades agreed with DCTA. The Technical manager will ensure that all upgrades are carried out in accordance with standard network and security procedures
- All software release notes will be provided to DCTA and will include details of any regression testing that was performed

## DISPATCH HARDWARE REFRESH AND THE NEW DISPATCH CENTER

RGPC's Dispatch team are responsible for project managing the hardware refresh in the Dispatch Center at the Operations Facility in Fort Worth. Under the base maintenance contract, refreshes account for the provision of new equipment for all TMDS workstations, TMDS servers, Avtec Radio workstations and Avtec Radio servers.

The hardware refresh is not an RFP requirement and would normally be included as a capital refresh. However, the agreement we have reached with a supplier means this will be included in our base cost. This ensures that this vital equipment is kept up to date and that the authority can use these savings for other improvements.

## Primary and Backup Recovery

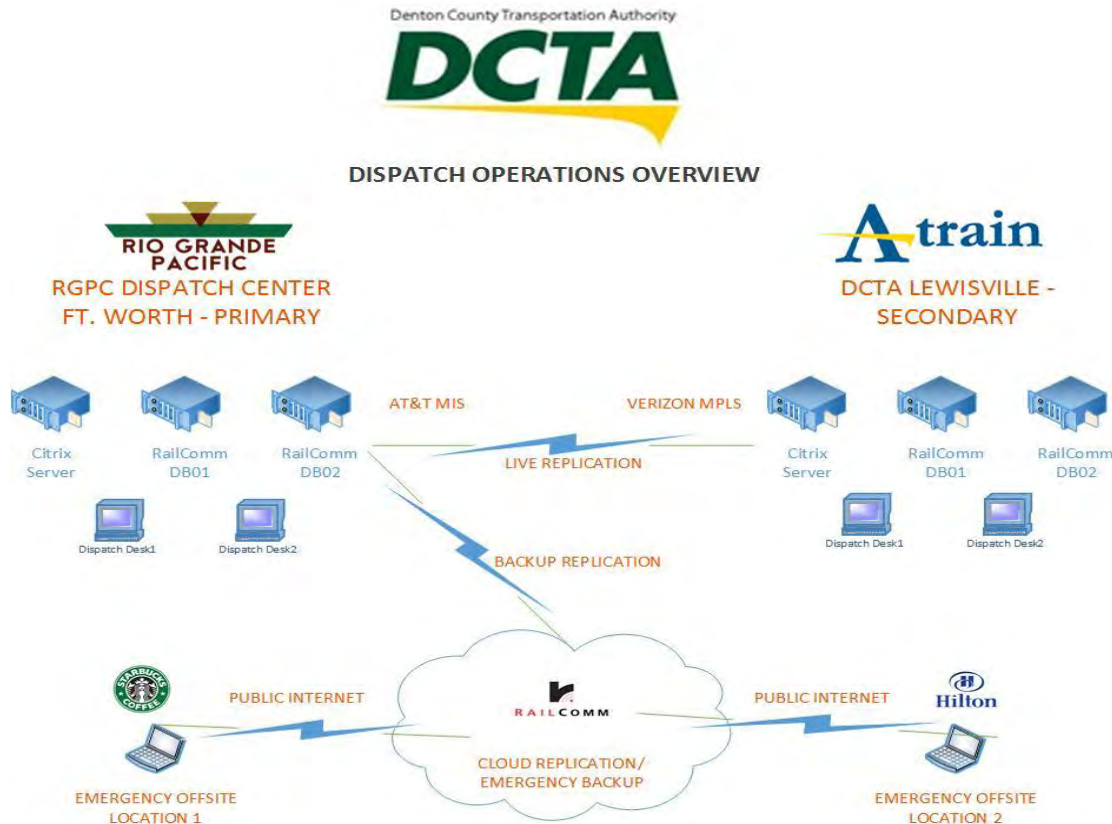
*Describe your plan for ensuring that primary and backup recovery of dispatch and other vital systems are in a state of good repair and are tested as necessary.*

### Cloud and OMF Backup

Our innovative dispatch solution utilizes a hybrid system of cloud and server-based applications. This system enables dispatch activities to take place anywhere, anytime via a Wi-Fi connection. This would enable dispatching to take place anywhere in the world, including the DCTA dispatch center at the OMF. The primary and secondary sites replicate over managed VPN connections; our proposed solution has a third level backup with RailComm's DOC cloud based replication.

As demonstrated in the diagram below, three levels of replication and disaster recovery are involved in our hybrid solution, including:

- Primary – RGPC Fort Worth servers
- Secondary – DCTA Lewisville OMF servers
- Tertiary – RailComm DOC Cloud



Our Dispatch Center operates with four telecommunication circuits from two separate providers:

- AT&T MIS (primary)
- AT&T Shared Fiber
- Verizon TDM Circuit
- Verizon Wireless

## Provision of Quality Dispatch Information Systems

We believe a key differentiator in our bid proposition, compared to our competitors, is our utilization of RailComm's DOC system, allowing comprehensive, efficient and cost-effective dispatch to take place from anywhere in the world with a Wi-Fi connection. Not only does this allow 24-hour coverage, but provides much greater flexibility in case of any incidents.

As the current system requires upgrades we propose the introduction of a new RailComm DOC system within the first six months of the new operation to allow adequate time for testing. RailComm will also fully integrate with EPTC requirements. Together with processes to manage any foreseeable incidents through back up, incident management and recovery plans we will strive to ensure that the Dispatch KPI target will be met at all times.





# TAB P.

## PTC System Maintenance



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## PTC SYSTEM MAINTENANCE

### Approach to PTC System Maintenance

*The offeror shall explain their approach to PTC System Maintenance*

First fully appreciates DCTA's commitment to the safety and security of the hundreds of passengers it serves on a daily basis. We understand that the Rail Safety Improvement Act of 2008 requires commuter rail systems to have a PTC system fitted by December 31, 2018, and we recognize the importance of the implementation of Positive Train Control (PTC) compliant systems as an on-going effort on behalf of DCTA's customers, employees and neighbors. Over the course of the next decade, First is committed to providing support and resources during PTC integration into, and ongoing support during the operation of, the A-train contract.

To ensure this element is successful, our Maintenance of Way Manager, Rickey Waynes, will work closely with our partner CTC to ensure that this critical component of future rail safety delivers for DCTA.

In addition to the S&C duties outlined in Tab N, First will provide PTC System Maintenance services for this contract. First's and CTC's understanding and knowledge of the noted E-ATC PTC solution will assist in fulfilling DCTA's requirement of a PTC-compliant rail system.

First will provide DCTA with systems support for both integration and post-revenue phases of the E-ATC enhancement project. This ensures the development of a comprehensive understanding of the system while establishing solid relationships with the relevant Alstom and Stadler experts from day one of service.

What DCTA Requires	Compliance	Demonstration
Contractor is required to support the PTC implementation contractor, Alstom, during construction, testing, and start-up	✓	The project's Systems Manager will participate in weekly progress meetings and help coordinate access to signal bungalows and communication cabinets
Contractor is required to perform maintenance and troubleshooting on the PTC system for the life of the contract	✓	First and CTC will work closely with Alstom to develop a comprehensive maintenance plan
Contractor is required to contact Alstom for any technical support	✓	First and CTC will work with Alstom during the contract to ensure timely support and technology refresh. Establish tier level support

## First's Commitment to DCTA

There are no DCTA KPIs that monitor successful PTC system maintenance; however, given the importance of this activity on improving operational safety, we will develop an in-house PTC metric. To this end, First and its team members are focusing not only on the technology, but also concentrating on the training and human element behind it. It is our belief that whole team engagement is required for success. It also means working to support the critical, common goal of integrating life-saving technology for the benefit of DCTA's numerous riders.

### *Experience and Expertise*

Our highly experienced partner, CTC, Inc., will deliver E-ATC PTC system maintenance services for this contract. CTC will provide Alstom access to all DCTA signal and communications facilities. First recognizes the inherent benefits of having our Systems Maintainers and Technician involved in the E-ATC Rail Enhancement Project, specifically to gain insight and comprehensive knowledge of the system.

DCTA is currently implementing Positive Train Control (PTC), utilizing an Enhanced Automatic Train Control (E-ATC) system that will be fully in-service in late 2017. The Contractor is required to support the PTC implementation contractor, Alstom, during construction, testing, and start-up by providing access to signal and communications facilities and flagging. As required, First will contact Alstom for any technical support.

*CTC is confident that our experience in the field, coupled with our familiarity of DCTA's unique needs, ensures we will provide superior maintenance practices to the Authority without the placement or costs of additional staff.*



## **BENEFITTING DCTA**

Regarding implementation and expertise, CTC and RGPC employ several key staff members who have been involved with all aspects of PTC. The activities include:

- PTC systems design
- PTC Wayside Interface Unit programming and validation
- PTC Implementation and management
- Member of PTC RSAC and AREMA committees

More specifically, CTC staff have worked on the following PTC related projects:

- Southern California Regional Rail Authority I-ETMS
- North County Transit District (NCTD) I-ETMS
- Union Pacific Railroad V-ETMS

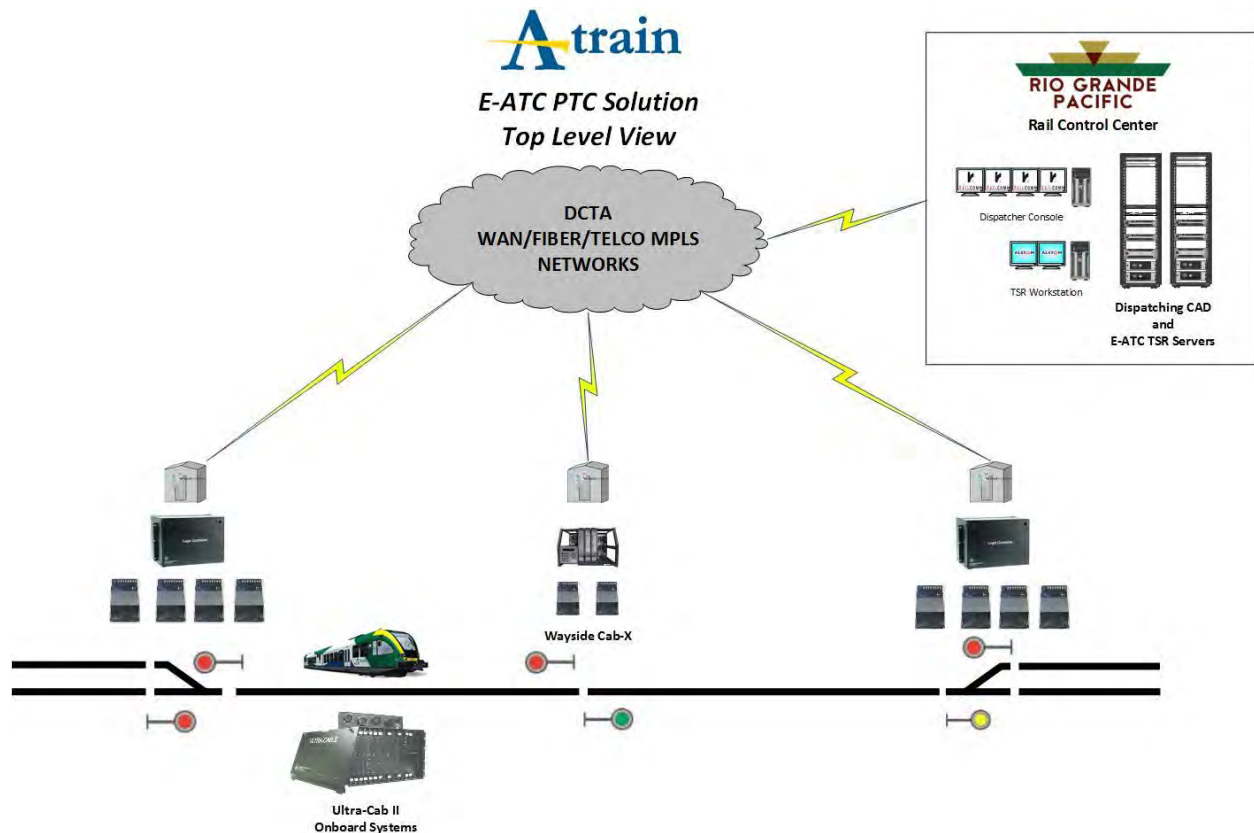
## E-ATC Integration Phase

We will provide project support during pre-revenue integration of the E-ATC Rail Safety Enhancements Project. Our Systems Manager will work closely with the DCTA's Chief Technical Consultant, DCTA's COO and Alstom during all phases of the E-ATC implementation to ensure every aspect of the system meets the guidelines established by the FRA, as well as DCTA's reliability requirements for this critical safety system. Over the life of the contract, CTC will support the following project activities:

- Interface with E-ATC project staff and First operations group to ensure timely work-window coordination
- Provide access to facilities, signal houses and sever racks for Alstom employees
- Provide project stakeholders timely updates during afterhours outages and absolute work windows

Additionally, we will assist DCTA with integration and witness sub-system, systems, integration, and revenue testing, including:

System	Component
Onboard Systems	Stadler DMU TCCM and HMI sub-systems
TSR and Work Zone (TSR) System	Server configurations Mandatory directive generation Dispatcher CAD interface
Modification of Existing Signal Equipment	Vital Logic Controllers Electro Code 5 Cab-X Cab Signal Generators
Data Communications	Genisys over IP messaging LAN/WAN routers and switches TSRs/MDs over fiber with Quest TSR Protocol Wireless and GPS points
System Integration	Pre-test In-service tests Revenue tests
Configuration Management System	Ensure seamless updates to the Software Configuration Management Plan as updates to the CAD, Wayside, and Network applications and firmware are updated. FRA PTCDP and PTCSP compliance and coordination with FRA regulators



## Preventative Maintenance Plan for PTC

*Once the system is commissioned, the Contractor is required to perform maintenance and troubleshooting on the PTC system for the life of the contract. If there is a cost associated with PTC system maintenance, the contractor should price this cost starting in FY18.*

### Post-Revenue Phase

We will insure compliance with all aspects of the E-ATC PTC system and sub-systems. CTC will work with IT, Systems, Signaling, and Mechanical staffs to ensure timely compliance and maintenance of the E-ATC systems.

First proposes a 99.99% reliability target for the E-ATC system maintenance – the same level as for the signaling and communications systems mentioned in TAB N.

Once we have had the opportunity to discuss the rail enhancement project specifications and deliverables with DCTA Alstom, we will develop a maintenance plan by the first quarter of 2017. Our Systems Manager will continue to work closely with Alstom to further develop comprehensive maintenance plans and test schedules that include modifications, testing, and test equipment. The maintenance plan will provide, at a minimum, flow charts that include software support, hardware support, escalation processes, and troubleshooting guidelines.

Our plan will include:

System	Component
Onboard ATP Subsystem	Logic Control Rack Engineer Display Units (EDUs) UCII UltraCab II Operating Modes Speed Measurement Cab Code Reception Power supply verification GPS timestamp and location accuracy
TSR and Work Zone server	TSR Workstation TSR Server Mirrored Network Attached Storage (NAS) Technology refresh (hardware and software) Database modifications both static and dynamic Backup of databases and playback features Server performance and network traffic statistics TMDS/CAD interface performance
Wayside Interface Units	Vital Processors Module III Ultra Cab II Track code generators
Data Communications	Fiber ring and network nodes Routers and switch messaging GPS and Timestamp devices System performance goals and reliability
FRA Documentation	Compliant test schedule Expected Value, Recorded Value, Pass/Fail criteria Test forms Reporting requirements



## *Condition Based Maintenance (CBM)*

As highlighted in Tab N, First recognizes that a proactive approach to Condition Based Maintenance (CBM) on DCTA's signaling and train control systems network is the most effective way to increase reliability while minimizing costs. CBM will be used to efficiently determine the overhaul and OEM requirements. We will work closely with Alstom to develop solid approach to Condition Base Maintenance to the E-ATC system and its related sub-systems.

## Organization Structure, PTC Qualifications, Training and Certification

### *Organization Structure – Integrating with Signals and Communications*

To ensure efficient, system-wide communication and compliance, CTC proposes to utilize the same systems maintenance group mentioned in Tab N to maintain DCTA's E-ATC system.

### *Training*

All necessary training will be provided, prior to the commissioning of the E-ATC system. As detailed below, our system maintainers will receive training from both CTC's training partner, Signal Training Solutions of Grain Valley Missouri, and also from Alstom.

### **POSITIVE TRAIN CONTROL COURSE**

Signal Training Solutions' Signal three-day PTC training and qualification program examines typical setup and testing procedures for PTC wayside signal locations. Personnel will gain the essential skills and knowledge necessary for the proper testing and maintenance of these safety critical systems. This program will also insure signal personnel are cognizant of all applicable FRA regulations concerning Positive Train Control.



Signal Training Solutions program and syllabus is recognized by both the FRA and the Brotherhood of Railroad Signalman.

## ALSTOM-PROVIDED TRAINING

Our signal maintenance team will be required to attend Alstom's vendor-provided training offered under the E-ATC Rail Safety Enhancement Project. All training must be completed prior to contract engagement.

## *Staffing and Shift Schedules*

CTC's Systems Maintainers and Systems Technician will be responsible for the day-to-day systems reliability and maintenance requirements. No additional staff will be required for maintenance of the E-ATC PTC system.

## Ensuring Regulatory Compliance

We will collaborate with DCTA and regional FRA partners to ensure the teams meets the compliance requirements of the PTC E-ATC system. Specifically, the firm will focus on adherence to an FRA PTC Development Plan (PTCDP) and FRA PTC Safety Plan (PTCSP).

First will also employ cross stakeholder collaboration with:

- Denton County Transportation Authority
- FRA Region 5 Specialists
- Train and Engine Crews
- Safety and Rules compliance SME's
- Mechanical Department technicians
- Signaling and Train Control Maintainers
- Dispatching and transportation managers
- Alstom and Stadler OEM vendors and engineers

## Delivering PTC System Maintenance

This tab demonstrates our capability and expertise in delivering PTC system maintenance. We will work comprehensively with Alstom to ensure efficient and proper use and maintenance of the new E-ATC system, ensuring full support and resourcing during the integration phase. Our in-house team of experts will ensure the highest level of operational safety through diligent and thorough maintenance of the PTC systems. Alstom's training will be topped-up by our own in-house training, enabling our staff to operate with cross-industry best practice, while receiving oversight from First's international rail safety team.



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# TAB Q.

## Service Level Expectations



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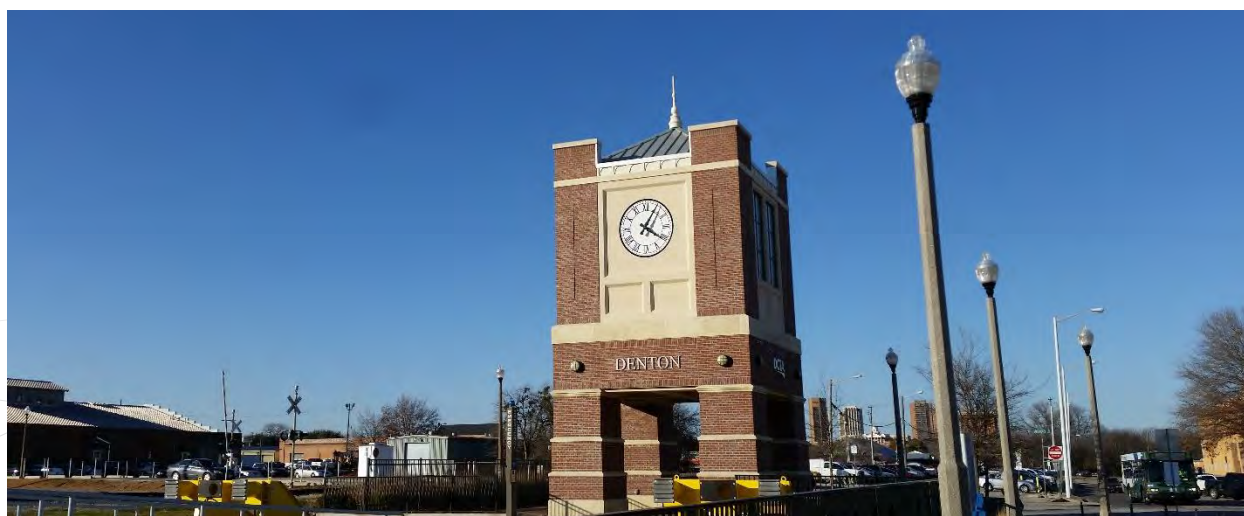
## SERVICE LEVEL EXPECTATIONS

### Service Level Expectations

First is experienced and qualified in providing a proactive and dynamic approach to all of our clients. We will provide the required staff to operate and maintain the service. Working in partnership with DCTA, we offer 24-hour, seven day a week resource availability, making management, response personnel and equipment available, as required, in a timely and efficient manner.

While we will always endeavor to operate the service to the agreed timetable there are occasions where the unexpected results in a suspension or disruption of operations. The table below highlights DCTA requirements relating to service interruptions and demonstrates how we will comply with and exceed such expectations.

What DCTA Requires	Compliance	Demonstration
Derailments. Service Restored within (6) hours	✓	First has developed comprehensive plans for DCTA A-train operations to provide the required equipment and resources to restore service within the requisite time
Track Washouts. Service Restored within (8) hours	✓	
Crossing Accident. Service Restored within (4) hours	✓	
Other Incidents. Service Restored within (8) hours	✓	



## 1. Approach to Service Level Expectations

### 1. What is the offeror's approach to service level expectations?

#### *Commitment to Safe Operating Service*

First will be DCTA's direct representative with our staff as the "face" of the agency. In that role, safe operations are critical when situations outside of normal operations are presented. Each situation will have its' own characteristics and challenges. Professional assessment, clear communications and safety briefings are required before any action plan is initiated. First's management team will work with first responders and municipalities to ensure onsite safety to personnel and the public.

#### *Emergency Preparedness Plan*

The FRA approved 49 CFR part 239 Emergency Preparedness Plan (EPREP) will be the base document First will use to achieve Service Level Expectations. We provide this information to all of our stakeholders. This Plan will be distributed to:

- DCTA
- DART
- A-train operating crews
- DCTA train dispatchers
- Denton County Sheriff's Office
- Garland, and Northeastern Railroad (DGNO)
- Federal Railroad Administration
- Local Dept. of Homeland Security (DHS) & Transportation Security Administration (TSA)
- Emergency First Responder Partners

Key points of this plan are as follows:

Key Point	Component
Accident	<p>Any event arising from the operation of the railroad which results in the death of any person; or an injury to any person that requires medical treatment beyond basic first aid, except suicides or attempted suicides</p> <p>Any collision between railroad on-track equipment and an automobile, bus, truck, motorcycle, occupied bicycle, farm vehicle, pedestrian or trespasser at any location on the railroad</p> <p>Any collision, derailment, fire, explosion, failure of infrastructure, act of God, or other damaging event involving the railroad's on-track equipment, signals, track, track structures, and/or roadbed</p> <p>Derailment of any train on a main track or controlled siding, or affecting the safe movement of other trains on a nearby main track or controlled siding, regardless of damage</p>
Critical Incident	Any incident, accident or emergency on the DCTA System requiring immediate action from an Emergency Response Agency and/or causing a significant disruption to rail traffic.

Key Point	Component
Emergency Preparedness Plan	One or more documents focusing on preparedness and response in dealing with passenger train emergencies.
Emergency First Responder	A member of the police, fire, rescue or emergency medical service department, or other organization involved with the public safety charged with providing or coordinating emergency services, when responding to passenger train emergencies.
Emergency Situation	<p>as defined by the Federal Railroad Administration (FRA) in 49 CFR § 239.7, an emergency or emergency situation means an unexpected event related to the operation of passenger train service involving a significant threat to the safety or health of one or more persons requiring immediate action, including:</p> <ul style="list-style-type: none"> <li>A derailment</li> <li>A fatality at a grade crossing</li> <li>A passenger or employee fatality or a serious illness or injury to one or more passengers or crewmembers requiring admission to a hospital</li> <li>An evacuation of a passenger train</li> <li>A security situation (e.g., a bomb threat)</li> </ul>
Federal Railroad Administration (FRA)	An agency of the Federal Department of Transportation that develops and enforces rail safety regulations, investigates, and analyses railroad accidents, and conducts safety assessments of railroads.
Incident	<p>any unplanned occurrence, including, but not limited to Accidents or Emergencies, that results in one or more of the following:</p> <ul style="list-style-type: none"> <li>A significant delay to rail service</li> <li>Blockage of main track or controlled siding</li> <li>Damage to DCTA structures and/or equipment</li> <li>Response or action from emergency responders and/or law enforcement</li> </ul> <p>An “incident” may or may not involve an emergency situation</p>
Incident Command Post (ICP)	established at or near the scene or an emergency incident, the ICP serves as the primary on-scene control point of operations during initial response actions and subsequent investigative activities
Transit Incident Commander	Senior First Manager with overall responsibility for emergency response and service recovery activities. Responds to the incident scene and reports to and assists the emergency response agency manage the overall emergency response effort.

Key Point	Component
DCTA Dispatch Center	The railroad traffic and communications control center is operated by Rio Grande Pacific Corporation. The DCTA Dispatch Center dispatches and supervises all train movements on the DCTA System from MP 721.6 to MP 742.8
On-Board Train Crew	In the event of an incident or emergency situation, the train crew shall immediately notify the DCTA train dispatcher, in accordance with the operating rules
GCOR 1.1.3 – Accidents, Injuries and Defects	Report by the first means of communication any accidents; personal injuries; defects in tracks, bridges, or signals; or any unusual condition that may affect the safe and efficient operation of the railroad. Where required, furnish a written report promptly after reporting the incident.

Further, GCOR provide procedures governing communications, including gathering of information from injured and witnesses and the prohibition from making statements regarding accidents, injuries, fatalities other than to proper railroad officials and officers of the law.

### *Service Disruption Situations*

In any service disruption situation, First will follow communication protocols, SOP's and related plans that allow us to work in conjunction with MOE, Signals, Track, MOW, Operations and Dispatch. In the event of train crew trauma, our Operations Managers and Supervisors will be certified engineers and conductors and GCOR qualified to safely operate equipment. They will be trained to assess the conditions of the crew members refer employees to and provide Employee Assistance Counseling as provide by First's EAP program.

### **NON-EMERGENCY AND PLANNED MAINTENANCE ACTIVITIES**

As further described in Tab M, Maintenance of Way, RGPC will provide access to all needed equipment for planned maintenance activities. Through existing service agreements, First will ensure applicable equipment is on location as required, such as geometry car, tie inserter, ballast regulator, and tamper. All maintenance will be carried out according to established maintenance intervals and completed in a timely manner.



## DISPATCH RESPONSE TO EVENTS

Upon receiving notification of a train incident or emergency from any source, the train dispatcher will immediately determine the exact location of the accident and location of the train. They will take precautions to protect the railroad and the incident scene, as required by operating rules and instructions. The A-train dispatcher will notify the appropriate first responders utilizing the DCTA Emergency Response Form (this will be supplied by First after NTP).



The A-train dispatcher will also notify all appropriate First management personnel of the emergency. This will involve providing all available information regarding numbers and locations of passengers with disabilities. The dispatcher will also document all emergency communications. As described in Tab I, DCTA's A-train services will be dispatched from a new purpose-built Train Control Center (TCC) located in Fort Worth, Texas.

### Bus Bridge

First will provide bus bridge services at the request of DCTA through the use of an established bus bridge plan. Our management and trains crews will communicate with DCTA's bus bridge coordinator to provide information and keep operations as close to train schedule as possible.

As the leading provider of bus bridging services in North America, First is capable and experienced in providing and managing fast and effective bridging services. This is currently demonstrated through our current partnership with DCTA for transit management services, where we have readily supported the bus operations department in bus bridging support as well as safety training exercises. More detail can be found in Tab H.



## RESPONSE TO SPECIFIC SITUATIONS

The following provides detail as to how First will respond to specific situations:

### **Derailments**

First will provide constant communication with DCTA through the critical phases of recovery. First will use Communication SOP's and guidelines of the FRA 49 CFR 239 Emergency Preparedness Plan to ensure DCTA's service level expectations are met.

First will always provide safe and efficient actions. Although our goal is to meet the service levels required by DCTA, it will never be a factor that jeopardizes the safety of employees or the public. We will ensure that the following equipment will be continually held at the OMF:

- Re-Railing Frogs
- Spare Axels,
- Backhoe & Trailer
- Crew Truck with Hydraulic Pack
- Hydraulic Handheld Ballast Tampers
- Typical Track Tools (Shovels, Lining Bars, Sledge, Maul,
- Spare rails
- Rail Welding Kits
- Concrete Cross ties
- Concrete Tie Fasteners
- Full set of Switch Components for each Different Turnout (Sw. Points, Frogs, Closure Rails, Slide Plates, Frog Plates, Rail Clips, etc.)
- Concrete Crossing Components
- Ballast

This will be made available to be transported to anywhere on the line within one hour. For any unexpected specialist equipment required, a service contract will be in place with a suitable supplier, which will include the provision of equipment and manpower within two hours. Once in place actions will be taken appropriate to circumstance to safely deal with the derailed fleet and repair any track damage. This will all be in compliance with FRA and OSHA requirements.

During the hours of operation, MOE, MOW and Signaling and Communication staff will be readily available, trained and equipped to respond to any unplanned incidents. Additionally, members of First's management team will be on call to ensure comprehensive service management at all times.





In the event of emergency, all staff will be mobilized to provide immediate support to DCTA, including, but not limited to:

- General Manager
- Operations, Safety and Training Manager
- MOW Manger
- Maintenance and Quality Manager
- Assistant Engineer
- Track Inspector
- Track Crew Foreman
- Equipment Operator
- Track Crew Laborers

All the on-call staff will live locally, allowing them to be onsite quickly, within one hour in order to ensure the six hour recovery window is met.

With these plans in place we are confident that availability of equipment, vehicle, track, rail and signal can meet the service level expectations of (6) hours safely with restored revenue service.

*First's resilience during service disruptions and proven practices to meet service level expectations evidence our capability to effectively manage A-train service and restore successful operation – no matter what the situation.*



## BENEFITTING DCTA

### TRACK WASHOUTS

First will maintain 250 tons of ballast materials onsite to provide initial replacement/repairs for washouts. We will also have agreements in place with local ballast providers to augment our needs based on the size and scope of the washout. This plan allows us to assess the situation quickly and provide materials and manpower as needed to meet DCTA's eight (8) hour window.









As stated above washouts in during the course of normal operation will be attended by the maintenance crews on duty at that time. After operating hours there will be members of the team on call and able to attend within one hour.

The crews will ensure that the equipment required to make the repair can be collected from the OMF. In addition to the equipment stored onsite, for very large repairs, we will transport equipment such as 6700

tamper ballast regulators and boom trucks from Wichita Falls.

Occasionally serious washouts can occur, however even in these situations First will work with the client to resolve the situation quickly and effectively:

## Case Study – Unique Experience in Restoring Track Washouts

 <b>OVERVIEW</b>	<p>Within Great Western Rail (GWR) we operate over a stretch of railway which runs along a significant length of sea wall built in the 1800's. During stormy weather the waves frequently break over the trains and in February 2014 during one of the worst storms in recent times the sea destroyed a significant part of the seawall, temporarily severing this important rail route at Dawlish. Rebuilding a seawall in Winter was expected to take up to three months.</p>
 <b>PROBLEM</b>	<p>There is no diversionary route. With service stopped, train sets were trapped either side of this significant washout: 8 HST sets to the West and 44 HST sets to the East of the breach. This left trains many trapped on the wrong side of the breach. Also the main maintenance facility for the HST fleet was on the West side of the washout. In addition to this, at the time of the disruption, there was a heavy maintenance program being undertaken.</p>
 <b>SOLUTION</b>	<p>Our priority was to keep our customers moving with minimal disruption. We developed innovative solutions to maintain the train services elsewhere on GWR network for two months including relocating staff to other maintenance facilities and moving train sets past the blockage using road transport to allow the larger overhauls to be completed.</p> <p>This required a high level of coordination between control, crew scheduling, management and staff. Despite being uprooted and having to maintain trains in unfamiliar depots, over 300 staff managed to maintain record breaking performance levels, which have seen the service do better this year than ever before.</p>
 <b>RESULTS</b>	<p>In 2013/14 through the diligence and hard work of the team, the HST fleet returned its best ever performance results with the lowest delay minutes and cancellations on record. This was achieved despite Laira depot, the largest Engineering Depot on the GWR network, being separated from the majority of the fleet for two months. GWR was able to continue running trains for their customers on either side of the breach with minimal disruption.</p> <div data-bbox="984 1167 1403 1425">  </div> <p>Flooding impacting the GWR network</p>
 <b>LESSONS LEARNED</b>	<p>First's resilience in such a large scale service disruption evidences our capability to effectively manage service levels and restore service operation, no matter what the situation. From minor flooding to mitigation of infrastructure disasters, First will partner with DCTA to implement proven practices and successful management to maintain service level expectations.</p>

## **Crossing/Trespasser Accident**

First and our partners are prepared to provide the equipment and resources needed in the event of a grade crossing or trespasser related incident. Our 24/7/365 Management coverage will allow us to have personnel on scene at all times coordinating with first responders and other municipal resources.

In the event of a pedestrian strike, grade crossing incident, or any incident that can cause trauma to the train crew making them unable to safely move the train, First will provide a relief crew or management personnel to move the train or continue the trip. This is a mandatory act on our part for the health and wellness of our employees and the safety of the riding public. First also provides employee assistance resources through our EAP program for any of our employees who have experienced a traumatic incident.



We will provide DCTA with all relevant information for the purpose of public notifications, making recommendations relating to operations and estimated timings of return to revenue service. Once the site has been released by the emergency services, we will survey the incident and arrange for the nearest on-call maintenance team to attend the

site with the appropriate equipment and materials. In addition to the MOW materials mentioned above, this will include signaling and communications materials. All replacement grade crossing gates of all required sizes will be maintained in inventory at all times.

In accordance with the contract, and unless directed by DCTA and emergency services, actions will be in place to return the grade crossing into operational service following appropriate FRA requirements as set out in the following Emergency Preparedness Plan, as well as working closely with traffic police to maintain a safe working and traffic environment.

In the unlikely event that a significant number of similar events happen over a short period, then we will contact nearby properties, such as TRE, as an emergency additional supplier. Should this prove to be insufficient then we will use our fully trained staff to manually direct road and rail traffic at the affected crossing.

## Confidence in Ensuring Service Delivery

This tab demonstrates First's capability to ensure DCTA's service level expectations are met and exceeded. With our teams' extensive rail operations, across the US and internationally, we are prepared to provide reliable and on time service for A-train customers.

Structured processes, with supporting documentation, will enable effective and efficient recovery when required. Our key team members will remain on-call at all times, facilitating a speedy response time in the event of an incident.





# TAB R.

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## Innovations

TAB R.  
INNOVATIONS



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### 1. Approach for Innovations

*The offeror shall address their approach for innovations. In the approach, the offeror shall describe the short and long term benefits to implementing the proposed innovation.*

First is pleased to provide DCTA with a number of ways to innovate areas on the network to increase efficiency, add customer benefit, reduce cost and increase operational performance and transparency.

What DCTA Requires	Compliance	Demonstration
The offeror shall address their approach for innovations. In the approach, the offeror shall describe the short and long term benefits to implementing the proposed innovation.	✓	12 immediate innovation areas are outlined within this tab. A further 10 future innovations are also provided for further discussion with DCTA. Each innovation provides a table outlining short and long term benefits of implementing the proposed innovation.
The innovations shall be reflected in the price schedule	✓	Our immediate A-train innovations are able to be funded through our base proposal. All costs to First are fully included within our Pricing Schedule, and do not require additional revenue funding from DCTA.

### Approach to Innovation

As part of First's Vision of "keeping people moving and communities prospering", we continually seek more efficient and effective ways to provide transportation services. Our focus is on providing high levels of safe quality services and improving the way we do things to ultimately provide better value to our clients, our customers, our employees, and the communities we serve. These innovative ideas, will benefit DCTA in a number of different ways, such as:

- Significantly improve the customer service offer
- Harness the power of data and analytics in identification of trends and efficiency
- Reduce future costs through new technology or access to First's corporate scale
- Support future passenger and revenue growth

















































































# TAB S.

## Mobilization



TAB S.  
MOBILIZATION



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### Mobilization

Supported by our Executive Rail Team and Mobilization Steering Committee, Tom Tulley, our General Manager, will confidently lead our mobilization activities, working closely with his highly qualified local management team. First and our partners will provide additional support, resources and oversight. We have already prepared several of the required documents and programs in anticipation of operations. This will provide all deliverables and required regulatory compliance within the required timescales. First is confident in our ability to fully support and facilitate the successful transition of the A-train service.

We will be a flexible and adaptable partner for DCTA. Our transparent approach to mobilization will ensure that DCTA is fully informed at all times of progress toward our shared goals, and solutions to any issues arising.

What DCTA Requires	Compliance	Demonstration
Contractor shall continue to perform the Contract services and transition activities to preserve and protect the operational and safety integrity of the DCTA and to effect a smooth transition to the successor Contractor		<p>First will be support a safe experience for DCTA customers during the mobilization and transition period with a smooth and seamless continuation of service. Our mobilization plan includes:</p> <ul style="list-style-type: none"> <li>• Our highly experienced local management team and corporate team from First and our partners.</li> <li>• Ensuring transparency by sharing all project management documentation with DCTA online using SharePoint.</li> <li>• Developing and submitting all deliverables within the required timescales. We have already prepared several of the required documents and programs.</li> <li>• Maintaining regular, open communication with DCTA and the incumbent.</li> <li>• Establishing relationships with other contractors, agencies and property owners.</li> <li>• Securing the continued employment of the current technical workforce.</li> <li>• Training, qualifying and certifying staff.</li> <li>• Working collaboratively with DCTA, to develop a plan for the joint audit and inspection of facilities and equipment.</li> <li>• Commissioning an independent Safety Audit</li> </ul>

What DCTA Requires	Compliance	Demonstration
The Contractor shall provide a “best effort” level of cooperation with the new Contractor to help ensure a smooth transition.		First will comply with any potential successor contractor to help ensure a smooth transition. We will leave the contract in a professional manner and provide appropriate support to the new contractor during mobilization.

## 1. Mobilization Plan

*The offeror shall explain their mobilization plan.*

First has a proven track record in successfully mobilizing new contracts, including four major rail operations that were each delivered in approximately 90 days and required, transitioning, hiring and training up to 5,000 staff. In April 2016 we successfully mobilized a major rail contract

*First will deliver a safe, seamless transition for DCTA, and a smooth continuation of service for A-train passengers.*



## BENEFITTING DCTA

within a four month mobilization period, meeting and exceeding our client’s goals. In addition, our Executive management team has specific experience mobilizing US rail operations including the Virginia Railway Express in 2010 from Amtrak and in 2014 the MBTA operation from MBCR. Combined this included transitioning over 2,500 employees.

We are confident that DCTA will benefit from our best practices; our focus on continuous improvement ensures that lessons learned from our previous mobilization efforts are used in each new mobilization. Using this experience we have developed our comprehensive Mobilization Plan detailed in this section. It is a clear strategy that includes all key activities required in the RFP and Statement of Work. This plan will govern how we will assume operations and maintenance responsibilities for the A-train service.

Our values and Safety Culture are at the center of our mobilization efforts, ensuring we are:

- **Committed to Customers** – customers will experience seamless transfer of service
- **Dedicated to Safety** – embedding our excellent safety culture ensuring no incidents occur
- **Supportive of Each Other** – all employees are trained and in place, fully certified, qualified and trained on their roles, responsibilities and what is expected of them

- **Accountable for Performance** – Operational performance will meet/exceed requirements through the use of unlimited resources provided by our corporate team, steering committee and partners
- **Setting the Highest Standards** – excellent leadership and management from our General Manager, local management team and mobilization steering committee

## Mobilization Approach

### Mobilization Team

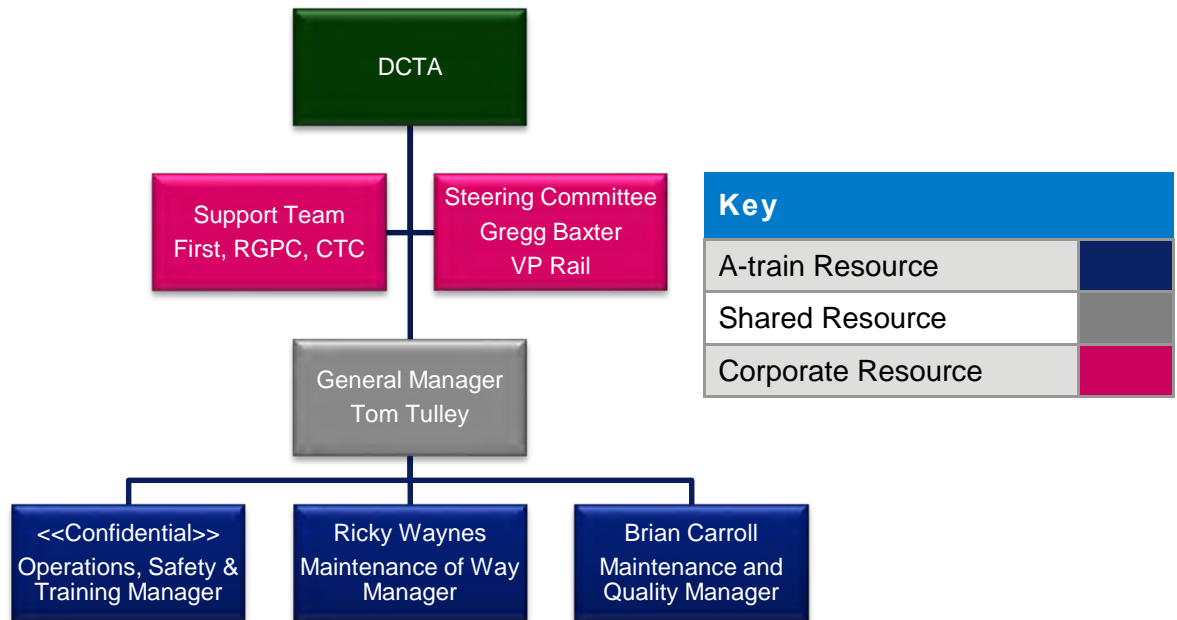
First's clear objective during the mobilization period and transition into the new contract will be to support a safe experience for DCTA customers during this period with a smooth and seamless continuation of service. Our mobilization organization to deliver this objective will consist of our **local management team** and **corporate team** from First and our partners:



- **Local management team**
  - **General Manager** – Tom Tulley proactively leading our team to deliver a smooth mobilization and seamless transition
  - **Local Management Team** – On-site managers who will develop and implement the ongoing roles, responsibilities and procedures that will be used to manage the contract
- **Corporate team**
  - **Mobilization Support Team** – Experienced senior employees from our corporate team and our partners, providing support and resources to our local team in areas such as finance, project management, human resources, IT and procurement
  - **Mobilization Steering Committee** – Experienced senior level managers in operations, maintenance, dispatch, maintenance of way, and signals lead by our VP of Rail. The steering committee will provide leadership, oversight and support to the local management team

First will apply the necessary expertise and resources to ensure startup of DCTA service is a success from mobilization and throughout our partnership with DCTA.

## MOBILIZATION ORGANIZATION CHART



### General Manager

During mobilization at A-train, Tom Tulley, A-train General Manager, will be the key point of contact for DCTA, the incumbent operator, FRA and other key stakeholders and organizations. He will attend all necessary coordination, meetings and introductions, and will facilitate every step of the mobilization and transition. He will be headquartered in the DCTA OMF and will ensure First is prepared to operate DCTA trains on October 1, 2016.

During the mobilization phase, Tom will be responsible for establishing First as an operating entity, including:

- Management team placement
- Employee recruitment
- Employee training
- Development, submittal and approval of all plans
- Implementation of all plans
- Leading the mobilization team to establish the management systems including the safety, quality and environment systems, and procedures
- Implementing the ongoing roles, responsibilities and procedures that will be employed to manage the contract
- Ensure consistency between the activities of the start-up and those of the ongoing operation of the system
- Meet and coordinate with all relevant agencies, contractors and property owners

Tom will continuously review and update the mobilization plan, monitor progress towards key milestones, identify any potential mobilization delays, alert DCTA and the Mobilization Team to these, and implement countermeasures to recover the project plan without impacting on the delivery of key milestones.

## Local Management Team

Our local management team will deliver visible leadership with defined responsibilities for every step of the mobilization and transition. Their responsibilities include:

Team Member	Responsibility
<b>&lt;&lt;Confidential&gt;&gt;, Operations, Safety and Training Manager</b>	<ul style="list-style-type: none"> <li>• Undertake activity to enable safe, and reliable operation of A-train services from day one</li> <li>• Mobilize First policy and procedures.</li> <li>• change all reporting forms (CDRLs) to reflect First</li> <li>• Initial assignment of train crew to services ahead of revenue service</li> <li>• Integration of customer service requirements and training</li> <li>• Adherence to operational safety and rules compliance</li> <li>• Central source of expertise for safety, rules and security for the company and employees</li> <li>• Develop and promote safety and security performance improvements, in full compliance with regulatory and company requirements</li> <li>• Deliver safety training, security and promotional activities against the timetable published in the System Safety Program Plan and System Security Program</li> <li>• Coordinate activities required in managing change safely</li> <li>• Monitoring, inspections and audits to meet safety and security requirements</li> <li>• Identify safety concerns and develop mitigation plans</li> <li>• Internal and external safety communications, actions, and response</li> <li>• Identify those individuals to potentially be qualified as Engineers to provide operations in the event of emergencies. (cross-trained)</li> <li>• Establish procedures to monitor performance KPI's</li> <li>• Provide crew safety and operational briefings</li> <li>• Develop and implement any service change requirements</li> <li>• Site manager in the event of an incident involving first responders and crew evaluations</li> <li>• Establish direct communication with dispatch center to illuminate train delays</li> <li>• Perform efficiency testing of crews</li> </ul> <p>Reports Include</p> <ul style="list-style-type: none"> <li>• Operations Supervisors</li> <li>• Engineers/Conductors</li> <li>• Dispatch – Rio Grande Pacific</li> </ul>



Team Member	Responsibility
<b>Brian Carroll, Maintenance and Quality Manager</b>	<ul style="list-style-type: none"> <li>• Mobilize First policy and procedures change all reporting forms to reflect First</li> <li>• Implement the Engineering Change Process for vehicles</li> <li>• Implementation of Infor EAM and integration with DCTA systems</li> <li>• Integrate First vehicle maintenance procedures</li> <li>• Confirm and inspect vehicle inventory</li> <li>• Undertake inspections of A-train Fleet</li> <li>• Setup and management of suppliers and sub-contractors</li> <li>• Conduct equipment inspection/audit</li> <li>• Prepare report on equipment condition and related issues</li> <li>• Conduct shop portable equipment and hand tool inspection/audit</li> <li>• Write report on current condition, related issues and discrepancies with customer-supplied inventory list (if any)</li> <li>• Identify shop equipment and tool shortfalls and provide recommendations</li> <li>• Review equipment maintenance schedules and material availability for discrepancies</li> <li>• Review equipment maintenance history with maintenance team and design Periodic Maintenance Program to meet required inspection time frames</li> <li>• Mentor new management staff once on-site in maintenance requirements, reporting, tracking, scheduling, staffing, Stadler systems and requirements</li> <li>• Set up tracking and reporting format for equipment related defects</li> <li>• Assist with new staff training requirements (QMP, QP)</li> </ul> <p>Reports Include</p> <ul style="list-style-type: none"> <li>• Maintenance Technician</li> <li>• Maintenance Assistant</li> <li>• OMF/Vehicle Cleaning</li> <li>• Contract Security</li> </ul>



Team Member	Responsibility
<b>Ricky Waynes, Maintenance of Way Manager</b>	<ul style="list-style-type: none"> <li>• Mobilize First policy and procedures change all reporting forms to reflect First</li> <li>• Develop maintenance programs that maximize useful life and performance for support property assigned to the Engineering Department</li> <li>• Establish all MOW requirements including inspections and required maintenance of track, switches, signals, right-of-way, road crossings, culverts and drainage, other right-of-way facilities</li> <li>• Establish bridge operations plan and bridge inspection plan</li> <li>• Take delivery of and ensure fitness of operation of Hi-Rail equipment</li> <li>• Examine inspection records and establish First processes to continue recordkeeping</li> <li>• Review all track standards with DCTA and make recommendation to maintain/replace crossings, switch ties, track as needed</li> <li>• Update Track charts</li> </ul> <p>Reports Include</p> <ul style="list-style-type: none"> <li>• Right of Way (ROW) - Rio Grande Pacific</li> <li>• Maintenance of Way (MOW) - Rio Grande Pacific</li> <li>• CTC Inc. Signal Operations and Maintenance - CTC Inc.</li> </ul> <p>Communications - CTC Inc.</p> <ul style="list-style-type: none"> <li>• Positive Train Control (PTC)</li> </ul>

## Mobilization Support Team

Our Mobilization Support Team is made up of highly credible and experienced senior employees from within First and our partners Rio Grande Pacific and CTC. They will provide a range of support including HR, IT, procurement, finance and accounting. Our Mobilization Support Team will provide technical resources and staff before Notice to Proceed (NTP), during mobilization and as long as needed for the successful operation of revenue service. Throughout the mobilization period, we will determine which of our support team is required on-site, and make the relevant arrangements to deliver this.

Our significant corporate support resources will be provided at no cost to DCTA. This team provides a blend of resources that are fully conversant with the contract and key deliverables, while also providing a comprehensive knowledge of all operational, safety and regulatory requirements to operate the A-train service.

## **Mobilization Steering Committee**

In addition to the local and executive management teams, First will activate a Mobilization Steering Committee to facilitate the transition of the service. This committee will be chaired by Gregg Baxter, our VP of Rail. Gregg has specific experience with transitions and mobilizations of commuter rail network. Gregg will be joined by industry experts in operations, mechanical, dispatch, maintenance of way and signals. The steering committee will meet frequently including regular meetings on the property.

The objective of the steering committee is to provide expertise and guidance to the local managers. Manage the timeliness and effectiveness of contract deliverables and to act as an overall sounding board for any issues or concerns that might appear during mobilization.

## ***Service Mobilization Plan***

The mobilization effort starts with review and approval by DCTA of the Mobilization Plan and Mobilization Schedule. We will schedule an initial meeting with DCTA to discuss comments and suggestions for the plan. We will incorporate modifications and submit the final plan for your approval within 30 days of NTP. Once the plan is approved, it will serve as the blueprint for execution of the mobilization team's efforts.

The Service Mobilization Plan will build upon our existing relationship with DCTA, and establish close and cooperative working relationships with the incumbent, other stakeholders and contractors, to ensure a smooth transition with no adverse impact on passenger service. Our Service Mobilization Plan is based on a clear strategy driven by dynamic planning and execution. This plan will cover all proposed key activities required for the successful transfer of responsibilities for the operation, maintenance and dispatch of the A-train services.

We will ensure transparency in our activities by sharing all project management documentation with DCTA online using SharePoint. Documentation will include the Service Mobilization Plan, Mobilization Schedule, Risk Log and Status Reports.

## ***Mobilization Schedule***

Our draft mobilization schedule identifies the key mobilization activities and is attached in Appendix 1. We will discuss and agree with DCTA the mobilization activities, and timescales required to deliver them, and submit a detailed mobilization schedule after NTP.



## Project Management Office

First will secure a short term lease for suitable administrative space to use as a Mobilization Office. First has undertaken searches for suitable accommodations, and will enter into a lease on award. The office will be located in the vicinity of the OMF and DCTA's administrative offices. First is also pursuing rental of a portable office that would ideally be located on the OMF property to ensure ease of access to DCTA and incumbent staff, operations and facilities.



The mobilization offices will include a training room, conference room and all required IT equipment and connections. Our General Manager, Local Management Team and Mobilization Support Team (when required) will be located here. We believe the close proximity will be extremely beneficial in facilitating continuity of service.

Prior to the mobilization period, we will use the offices of our partners RGPC located in Fort Worth for coordinating activities, meetings, interviewing and training staff.

## Deliverables

Our Local Management Team will lead the development of all 49 CFR plans and submissions, Standard Operating Procedures and Plans, Additional Requirements and Service Mobilization Plan Deliverables, detailed in the Deliverables Checklist in Appendix 2, as well as CDRLs and other contract deliverables. We have already prepared several of the required documents and programs in anticipation of operations. They will ensure all Deliverables are submitted to DCTA for approval within the required timescales.

## Regular and Frequent Meetings with DCTA

Open communication is critical for a successful mobilization. During the mobilization period we will schedule regular detailed status meetings with DCTA and the incumbent. The meetings will be led by the General Manager who will prioritize agenda items. We would anticipate attendees to include:

DCTA	First
Chief Operating Officer	General Manager
Contract Procurement Officer	Operations, Safety and Training Manager
Incumbent Representatives	Maintenance and Quality Manager
Regional Safety Officer	Maintenance of Way Manager
Project Manager	Dispatch (RGPC)

The attendees and schedule will be agreed at NTP. We also anticipate invited attendance for our Corporate Support as appropriate.

The main focus of the meetings will be to evaluate the progress of the current activities, address and provide solutions for any deviations from the plan, and note any risks identified with the solutions and develop a plan for corrective action. The results of the meeting will be documented in a status report, which will be updated weekly. Our General Manager will assign duties for mobilization schedule input and implementation to the relevant team members.

## SCHEDULE UPDATES

Throughout the transition period, our mobilization schedule will be regularly updated to address any of DCTA's comments or concerns from our regular meetings or received during the intervening week. Additional topics that will be addressed include:

- Schedule adherence
- Unexpected occurrences impacting scheduling
- Approaching milestones or deadlines
- Task completion status
- Access requirements for facilities or equipment



## OTHER INTERFACES

Our approach to efficient operations requires a strong working relationship with the regional stakeholders. This ensures good communications, plans and collaborative efforts for the A-train riders and promotes the DCTA brand within the community. Our local management team will establish relationships with the following contractors, agencies and property owners:

- Regional Commuter Rail Operation and Maintenance Provider
- DCTA A-train contracted Operations & Maintenance provider
- DART/The T TRE contracted Operations & Maintenance provider
- Dallas Area Rapid Transit
- The “T” (Fort Worth Transportation Authority)
- Union Pacific Railroad Company (UPRR), BNSF Railway (BNSF), Fort Worth & Western Railroad (FWWR), Dallas, Garland, and Northeastern Railroad (DGNO)
- Verizon
- Public Utilities
- Other DCTA Contractors (as required)
- Local First Responders

### *Incumbent Contractor*

DCTA support will be required for all interfaces with the current contractor. After NTP First will request that a meeting is scheduled by the DCTA to introduce the First team to the current contractors. At this meeting, we will agree to a schedule of regular meetings with the incumbent.

First will provide the current contractors with a summary of upcoming activities that will require support and/or participation including site access. First will provide notice with each request in order to enter a work area or location. We also request that a DCTA representative be present at every coordination meeting on the transition with the current contractors.

Individually, First mobilization team members will work with their current contractor counterparts in consultation with DCTA staff to schedule inspections of work sites, observe field activities, inspect inventories, and review all locations. Care will be taken by all parties to not interfere with any ongoing performance of day-to-day duties.

A priority will be given to review of current employees that First will hire. A review of their current qualifications and certifications will be performed as it applies to:

- 49 CFR FRA 217 Railroad Operating Rules
- 49 CFR FRA 219 Drug and Alcohol
- 49 CFR FRA 228 Hours of Service
- 49 CFR FRA 240 Qualifications of Engineers
- 49 CFR FRA 241 Qualification of Conductors

Both Gregg Baxter and Tom Tulley have positive relationships with the incumbent operator. First and the incumbents are members of the Association of Independent Private Rail Operators (AIPRO). Although we do not anticipate any issues preventing a safe and seamless transition of service a meeting will be requested with the executive teams of both organizations to ensure full cooperation during mobilization.

The mobilization schedule and weekly status report will itemize and track all support requests such as information, status reports, systems plans and diagrams, and specific information as requested by DCTA. First will maintain all regulatory requirements as they apply to maintaining employee files, certifications, testing records.

## Hiring Plan

### *Retention of Current Technical Workforce*

First aims to secure the continued employment of the current technical workforce by giving priority to considering for employment the current workforce who are interested in working for us and who meet our stringent requirements and qualifications. We value their knowledge and their retention will contribute to a seamless mobilization of service.

*First values the experience of the current technical workforce and will focus on the retention and on-boarding of staff who wish to continue operations for A-train service.*



## **BENEFITTING DCTA**

We will work collaboratively from NTP with DCTA, and the incumbent contractor to begin the recruiting process for all of the roles required for A-train operations and maintenance:

- Engineers/Conductors
- Mechanical
- Facilities

We propose meeting with the incumbents within the first five days after NTP to discuss the selection and hiring plan for their current staff and identify any potential concerns.



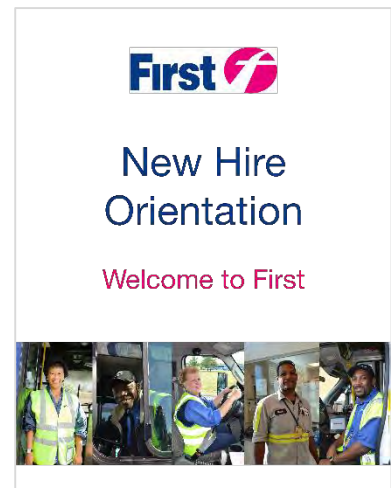
## OPEN HOUSE EVENTS

The key to retaining the current workforce is transparency and communication. This is especially true the first time that the staff have been through a transition of operators. The employee is always concerned about whether they will remain employed, the level of pay and benefits, or if the entire workforce will be replaced.

First will hold 'Open House' events off property for existing and potential new hire employees to provide information about First and our wage and benefit package. Open House events are exceptionally helpful in opening channels of communication, providing candidates with accurate information about the company, and providing factual information about the transfer of service providers.

All interested employees will be required to submit applications and complete the screening, interview, drug and alcohol test and background-check process. Only after the successful completion of the hiring process, existing employees will be offered employment with First. We will provide a new-hire packet to employees, which includes information that must be completed in order to work for First, with corresponding due dates. The Open House events will be held prior to the On-Boarding Process detailed below.

As open communication and transparency is vital, we will encourage dialogue and solicit questions regarding First, our approach to service, and the transition process.



## Selection Process

Proper selection of all A-train employees is critical to the success of our staffing efforts. First recognizes the value of the existing workforce and will give priority to hiring as many members of the current workforce who are interested in staying on the service. We recognize the benefits in continuity of retaining as many of the existing workforce as possible.

Our long history in the rail/transit industry has given us unprecedented experience in all human resources disciplines, including:

- Recruitment
- Applicant selection
- On-boarding
- Training
- Wage and benefits administration
- Supervision and management

Proper selection of qualified staff is critical to the success of our staffing efforts. The following steps ensure that we consistently select individuals that provide unparalleled service and safety to each and every rider.

## On-Boarding Process

After the Open House events, First will begin the on-boarding process. During this time, several teams will work together:

- Human Resources Team
- Local Management Team
- Central Background Check Unit (CBCU)

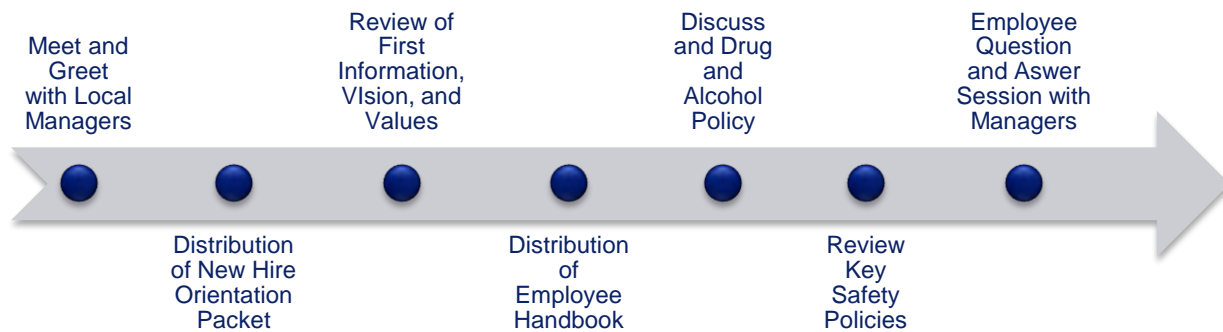


## OFFER LETTER AND WELCOME PACK

Once First has determined that employment will be offered, the employee will receive an offer letter signed by the General Manager and welcome pack, which includes information about the company including details about benefits. The offer letter will have an expiration date of August 15, so we can establish additional recruitment requirements and proceed with the required external hiring on time.

## ORIENTATION DAY

After the on-boarding process, First will hold an Orientation meeting with all hired employees, which will introduce new employees to First's Values and provide valuable information about their new location.



## Training, Qualifying, and Certifying Staff

Per our company standards, employees receive training in all First and DCTA policies and procedures, customer service, regulatory issues, sexual harassment, first aid, blood borne pathogens, hazardous materials, and ADA requirements.

During the mobilization period, we will perform the following:

- For employees that are hired from the incumbent, we will review current qualifications and supplement training as needed
- For new employees that are hired from outside with no current qualifications, we will schedule full training and qualifications
- We will implement Greyhound's Transforming the Customer Experience training program, introduced in 2013 titled "Reaching for Stellar Service", further detailed in Tab R: Innovation
- First has a multitude of training that we provide to our employees. A full list of training and qualifications will be provided to DCTA at NTP

### *Simulated Training*

Simulations will be performed in the following operational areas for enhanced training:

- Revenue Service
- Maintenance Operations
- Emergency Service Training
- Dispatching
- Emergency Communications

## SIMULATED REVENUE SERVICE WITH NEWLY HIRED FIRST EMPLOYEES

Qualifying runs will be performed using our Operations Supervisors to ensure engineers know the routes, stops, signals and proper communications to operate in revenue service. They will be tested on stopping positions at stations and trip time from end to end. This can be employees retained from the incumbent or newly hired employees.

## SIMULATED MAINTENANCE OPERATIONS

The Maintenance Manager will review maintenance operations and functions with retained and newly hired employees. QMP and QP status based on requirements found in 49 CFR 238 will be field tested and reviewed for ability to perform tasks. Training on the newly instituted handheld electronic notebooks will be provided. Simulated and actual information will be entered to ensure proper input for the dashboard.

## SIMULATED EMERGENCY SERVICE TRAINING

Simulated emergency service training will be performed to ensure employees understand requirements of their positions as it applies to the Emergency Preparedness Plan and the System Safety Program Plan. This simulation will be a tabletop type drill performed with local emergency responders.

## SIMULATED DISPATCHING

Simulated dispatching will ghost the dispatching operations of the incumbent. Emergency turnover of dispatching will be performed with the incumbent to ensure successful cutover prior to the completion of mobilization.

## SIMULATED EMERGENCY COMMUNICATIONS

Simulated emergency communications will be performed with our dispatch and operations teams. This will verify proper communications via the 3-minute and 11-minute text teams.

## OTHER SIMULATIONS

Simulations of any aspect of operations requested by DCTA will be performed and reviewed.



## Inventory

Working collaboratively with DCTA, First will develop a plan for the joint audit and inspection of the maintenance of equipment, transportation, and Maintenance-of-Way facilities; the rail vehicles; railroad right-of-way infrastructure; support vehicles; and the support equipment. We will agree the following within 10 days of NTP:

- Key points of contact for each asset group (e.g., vehicles, track, signal etc.)
- The inspection program broken down by asset type
- Detailed checklists of what is being inspected and the process for undertaking the inspections
- Daily meeting to review inspections against the program plan
- Weekly review meeting to review findings of inspections
- Generation of an asset log confirming the handover condition, actions that have been put in place to address dilapidation issues found, and actions that are still to be completed

This audit and inspection will take place within 45 days after NTP and will identify and establish the condition of the above mentioned facilities and equipment to use as a benchmark to assess the condition and normal wear and tear at the termination of the Contract.

## Information Systems

First will use a dedicated supporting team of IT Project Managers to mobilize the DCTA contract. The appointed IT Project Manager will work with General Manager to implement the IT plan. This will be presented to the DCTA within 30 days of NTP.

After NTP the IT Project Manager will be assigned to drive the following initiating tasks:

- Develop a detailed scope
- Project magnitude complexity and grading
- Architectural compliance and solution approvals

Once approval is received from the GM and DCTA, the IT Project Manager will assume delivery responsibility and will:

- Act a single point of contact for IT and business stakeholders
- Utilize appropriate project management process and tools to manage successful project outcomes from the partner network
- Execute delivery of key services relating to network/telecom, end user devices, server and other IT Infrastructure needs
- Support and facilitate technical integration needs across new technologies
- Manage timelines, costs and delivery quality to meet business objectives



- Track progress to plan, milestones and variances
- Hold regular stakeholders meetings for technical and business groups to review progress of the plan, handle exceptions and remove delivery roadblocks

Project closure will be completed with an official scope review. This should ensure:

- All objectives are met and technologies supporting business operations are in place
- Business and site acceptance of services delivered
- Handover of new services, including onboarding of service desk and other knowledge transfer for new applications
- Project close and handover actions to Site Management and IT Operations

## Safety

When mobilizing a new contract First commissions an independent Safety Audit, to ensure particular needs of the contract. This includes undertaking a review and implementation of training needs, operational and security requirements, and safety awareness and Injury Prevention activities.

The use of Hazard Identification (HAZID) and Hazard Operability (HAZOP) tools ensures adequate controls and mitigations are identified to reduce risks in our operations. Both the HAZID/HAZOP will be implemented during mobilization activities.



## 2. Demobilization Plan

*The offeror should also describe their demobilization plan at the end of the contract.*

First will comply with any potential successor contractor to help ensure a smooth transition. We will leave the contract in a professional manner and provide appropriate support to the new contractor during mobilization.

### Project Review

One year prior to the anticipated end of the contract, we will conduct a project review to prepare an action plan for demobilization. The review would include:

- Asset list
- Leases, contracts and amendments (Register, Signed, Obligations log)
- Stations register
- Safety actions and change log
- Engineering – deferred work, defeats, stores, leased spares
- Project retentions etc.
- Claims and status/visibility
- Protection via log – work orders, liabilities

This would be led by the General Manager and the Local Management Team with support from the Corporate Team.

### Cooperation with New Contractor

In the event First is not selected to continue operations, we will establish a separate contract team to manage the demobilization process without affecting the current operations team. Led by a Demobilization Coordinator, the key point of contact for the successful bidder, the team will accommodate requests for meetings, information, and access, as well as confirm rules and expectations for the bidder's mobilization process.

As early as possible, we will cooperatively determine the requirements for Day 1 service start, and the initial seven (7) days of service to complete all necessary arrangements on time. The Demobilization Coordinator will also maintain internal action logs to comply with demobilization activities, confirmed with the new contractor, and encourage similar reporting by the bidder for open and transparent communication.



First's General Manager will support the Demobilization Coordinator to ensure all actions are completed to required timescales, and a smooth transition is achieved for our client. First will work cooperatively during this process, including the following key areas:

- Access – Overseen by the Demobilization Coordinator, First will provide access to the relevant information regarding the service and service property, as determined by an agreed demobilization process. Requests will be accommodated per agreed measures and timely notice
- Joint Transition Meetings – Scheduled joint transition meetings will be vital to ensuring open lines of communication between First, the Authority and successor contractor. The Demobilization Coordinator will track all agreed actions, with oversight for timely completion by our General Manager
- Initial Seven Days of Service – First will cooperatively support the Agency during the transition for the start of service and initial seven days per contractual

## MOW Equipment

*Special provisions 28: Any Maintenance-of-Way (MOW) equipment owned by the Contractor which are used in providing the services shall, upon the expiration or termination of this Contract, shall be transferred to DCTA. The Contractor shall promptly take all necessary actions to transfer title thereto to the DCTA at no cost to the DCTA. If the DCTA gives written notice of refusal of any MOW item, the Contractor shall promptly liquidate the equipment with all proceeds credited to the Transit DCTA.*

First will fully comply with the requirements outlined in the RFP by signing over all equipment titles to DCTA upon completion of the maintenance contract. Regarding liquidation, it is First's intention to make an offer to purchase any equipment DCTA does not wish to use and which may be beneficial to the company's other operations.





This statement only refers to equipment owned by contractor, used exclusively by the contractor on the authority property, whose purchase has been included in pricing supplied to the authority and that the authority by buying the service from the contractor has substantially paid for the entire purchase of that asset. If the equipment is not a fit for other operations, we will take the remaining items to auction, where all proceeds will be paid directly back to DCTA.

## Conveyance of Records and Documents

All requested records and documents will be provided to the DCTA in accordance with our approved document control plan. We will investigate the most efficient way to transfer the documents from our SharePoint site.

## Manufacturer's Warranty

*Special provisions 31: Any and all standard manufacturer's warranties shall accrue to the benefit of DCTA. The manufacturer's warranties referenced herein shall be in addition to any contractual remedies set forth in this contract, and in addition to any and all other statutory remedies or warranties imposed on the Contractor for the benefit of the Transit DCTA.*

We will work to ensure that all warranties are transferrable and outstanding warranty items will be transferred to DCTA during demobilization.





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# Appendix 1

## Mobilization Schedule





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ID	Task Name	Duration	Start	<div> <div>July</div> <div>August</div> <div>September</div> <div>October</div> </div>														
25	Development of Service Mobilization Plan	30 days	Fri 7/1/16															
26	<b>Development of Contract Deliverables</b>	<b>93 days</b>	<b>Fri 7/1/16</b>															
27	<b>Inventory Audit Requirements</b>	<b>93 days</b>	<b>Fri 7/1/16</b>															
28	Identification of key points of assets for each asset	30 days	Fri 7/1/16															
29	Inspection program developed for asset type	30 days	Fri 7/1/16															
30	Checklist developed on what will be inspected and	30 days	Fri 7/1/16															
31	Daily meetings to commence to review inspections	30 days	Fri 7/1/16															
32	Weekly meetings to review inspection findings with	30 days	Fri 7/1/16															
33	Commencement of asset log generation	30 days	Fri 7/1/16															
34	Inventory Audit	45 days	Fri 7/1/16															
35	<b>Information Technology Plan</b>	<b>30 days</b>	<b>Fri 7/1/16</b>															
36	<b>Transfer of Dispatch - 12AM</b>	0 days	Sat 10/1/16															◆ 10/1
37	<b>MOW - Mobilization of Equipment</b>	47 days	Tue 8/16/16															
38	<b>5S Activities - Plans and Ordering of Racks, Carts,</b>	62 days	Mon 8/1/16															

<div>Project: 20160418 - DCTA Mob</div> <div>Date: Wed 5/11/16</div>	Task	<div></div>	Inactive Summary	<div></div>	External Tasks	<div></div>
	Split	<div></div>	Manual Task	<div></div>	External Milestone	<div></div>
	Milestone	<div></div>	Duration-only	<div></div>	Deadline	<div></div>
	Summary	<div></div>	Manual Summary Rollup	<div></div>	Progress	<div></div>
	Project Summary	<div></div>	Manual Summary	<div></div>	Manual Progress	<div></div>
	Inactive Task		Start-only	<div></div>		
	Inactive Milestone		Finish-only	<div></div>		



## Appendix 2

### Mobilization Deliverables Checklist

Item	Category	Description	Submittal Date	Received Y/N
<b>49 CFR 90 Day Deliverables</b>				
214.307	Railroad Workplace Safety	Review and approval of individual on-track safety programs by FRA.	90 days	
214.311	Railroad Workplace Safety	Responsibility of employers	90 days	
214.317	Railroad Workplace Safety	On-track safety procedures generally	90 days	
214.505	Railroad Workplace Safety	Req. environmental control and protection systems for new on-track roadway maintenance machines with enclosed cabs	90 days	
217.7	Railroad operating rules	Operating rules filing and recordkeeping	90 days	
217.9	Railroad operating rules	Program of operational tests and inspections; recordkeeping	90 days	
217.11	Railroad operating rules	Program of instructions on operating rules; recordkeeping; electronic recordkeeping	90 days	
217	Railroad operating rules	“”	90 days	
218.35	Railroad operating practices	Yard Limits	90 days	
218.95	Railroad operating practices	Instructions, training, and exams	90 days	
218.97	Railroad operating practices	Good faith challenge procedure	90 days	
218.99	Railroad operating practices	Shoving and Pushing movement	90 days	

Item	Category	Description	Submittal Date	Received Y/N
218.101	Railroad operating practices	Leaving rolling and mow equip. in the clear	90 days	
218.103	Railroad operating practices	Hand operated switches, including crossover switches	90 days	
218.105	Railroad operating practices	Additional operational req. for hand-operated main track switches	90 days	
218.107	Railroad operating practices	Additional operational req. for hand-operated crossover switches	90 days	
218.109	Railroad operating practices	Hand-operated fixed derails	90 days	
219.601	Control of alcohol and drug use	Random drug testing programs	90 days	
219.607	Control of alcohol and drug use	Random alcohol testing programs	90 days	
219.8(a)	Control of alcohol and drug use	Annual reports	90 days	
220.21	Railroad communications	Railroad operating rules; radio comm.; recordkeeping	90 days	
220.313	Railroad communications	Instruction	90 days	
220.315	Operational test and inspections	Further restrictions on use of electronic devices	90 days	
227.103	Occupational noise exposure	Noise monitoring program	90 days	
227.103	Occupational noise exposure	Noise monitoring program	90 days	
227.109	Occupational noise exposure	Audiometric testing program	90 days	
227.119	Occupational noise exposure	Training program	90 days	

Item	Category	Description	Submittal Date	Received Y/N
228.407	Hours of service of RR employees	Analysis of work schedules; FRA review and approval of submissions; fatigue mitigation plans	90 days	
229.307	RR locomotive safety standards	Safety analysis	90 days	
233.9	Signal systems reporting req.	Reports	90 days	
234.101	Employee notification rules	“”	90 days	
239.201	Passenger train E-Prep	E-Prep plan; filing and approval	90 days	
239.301	Passenger train E-Prep	Operational tests and inspections	90 days	
240	Qual. And cert. of locomotive engineers	“”	90 days	
240.101	Qual. And cert. of locomotive engineers	Certification program required	90 days	
240.103	Qual. And cert. of locomotive engineers	Approval of design of individual railroad programs by FRA	90 days	
242	Qual. and cert. of conductors	“”	90 days	

Item	Category	Description	Submittal Date	Received Y/N
Standard Operating Procedures and Plans 90 Day Deliverables				
SOP	Service recovery		90 days	
SOP	Inclement weather plan		90 days	
SOP	Emergency operations		90 days	
SOP	Special events		90 days	

Item	Category	Description	Submittal Date	Received Y/N
SOP	Expectations of crew members...		90 days	
SOP	Training and qual. of dispatchers		90 days	
SOP	Station maintenance for DCTA		90 days	
SOP	Radio communications		90 days	
SOP	Customer service		90 days	
SOP	Customer communications		90 days	
SOP	Lost and Found		90 days	
SOP	Employee handbook		90 days	
SOP	Continuing ed.; GCOR and safety		90 days	
SOP	Configuration Management		90 days	
Plan	Life Cycle Maintenance		90 days	
Plan	Operations and maintenance		90 days	
Plan	Information systems		90 days	
Plan	Quality assurance/ quality control		90 days	
Plan	Supply chain management		90 days	
Plan	Customer service and comm.		90 days	
Plan	Incident-free management		90 days	
Plan	Contingency		90 days	
Plan	Environmental compliance		90 days	
49 CFR 60 Day Deliverables				

Item	Category	Description	Submittal Date	Received Y/N
213.5(c)	Track safety standards	Responsibility for compliance	60 days	
213.7	Track safety standards	Des. of qual. persons to supervise certain renewals and inspect track	60 days	
219	Control of Alcohol and Drug Use	“”	60 days	
225	Railroad Accident/Incident	Reports Classification and Investigation	60 days	
229.317	RR locomotive safety standards	Training and qualification program	60 days	
229.319	RR locomotive safety standards	Operating personnel training	60 days	
238.105	Passenger equip. safety standards	Train electronic hardware and software safety	60 days	
238.107	Passenger equip. safety standards	Inspection, testing, and maintenance plan	60 days	
239.103	Passenger train E-Prep	Passenger train emergency simulations	60 days	
239.105	Passenger train E-Prep	Debriefing and critique	60 days	
239.201	Passenger train E-Prep	E-Prep plan; filing and approval	60 days	
240.309	Qual. and Cert. of Engineers	Railroad oversight responsibilities	60 days	
49 CFR 30 Day Deliverables				
210.27	Railroad noise emission comp.	New locomotive certification	30 days	
210.31	Railroad noise emission comp.	Operation standards (stationary locomotives @ 30m	30 days	
214.303	Railroad workplace safety	Railroad on-track safety programs, generally	30 days	

Item	Category	Description	Submittal Date	Received Y/N
214.343	Railroad workplace safety (a)(d)	Training and qualification, general	30 days	
214.523	Railroad workplace safety (b)	Hi-rail vehicles	30 days	
214.533	Railroad workplace safety (d)	Schedule of repairs subject to availability of parts	30 days	
214.505	Railroad workplace safety	Req. environmental control and protection systems for new on-track roadway maintenance Machines w/ enclosed cabs	30 days	
214.331	Railroad workplace safety	Definite train location	30 days	
218.97	Handling equip., switches and Fixed derails	Good faith challenge procedures	30 days	
220.23	Railroad communications	Publication of radio information	30 days	
220.315	Railroad communications	Operational tests and inspections; further restrictions on use of electronic devices	30 days	
221	Subpart B	Approved rear end marking devices	30 days	
222	Use of locomotive horns	“”	30 days	
227.103	Occupational noise exposure	Noise monitoring program	30 days	
227.109	Occupational noise exposure	Audiometric testing program	30 days	
228.11	Hours of service	Hours of duty records	30 days	

Item	Category	Description	Submittal Date	Received Y/N
228.407	Hours of service	Analysis of work schedules; submissions; FRA review and approval; fatigue mitigation plans	30 days	
234.303	Grade Crossing and signal system safety and state action plan	Emergency notification systems for telephonic reporting of unsafe conditions	30 days	
236.18(a)	Signal and train control systems Rules	Software management control plan	30 days	
236.905	Signal and train control systems Rules	Railroad safety program plan	30 days	
236.907	Signal and train control systems Rules	Product safety plan	30 days	
236.921(a)	Signal and train control system	Training and Qual. program,	30 days	
236.923	Rules	Task analysis and basic req.,		
236.925	(Training and Qualification)	Training specific to control office personnel.		
236.927		Training specific to locomotive engineers and other operating personnel		
236.929		“”		
238.19	Passenger equip. safety standard	Reporting and tracking of repairs to defective passenger equip.	30 days	
238.109	Passenger equip. safety standard	Training, qualification, and designation program	30 days	
240.201	Qual. and cert. of locomotive eng.	Implementation	30 days	



Item	Category	Description	Submittal Date	Received Y/N
238.19(a)	Passenger equip. safety standard	Reporting and tracking of repairs to defective passenger equip.	30 days	
238.103	Passenger equip. safety standard	Fire safety	30 days	
238.103(e)	Passenger equip. safety standard	Fire safety certification	30 days	
238.111(a)	Passenger equip. safety standard	Pre-revenue service acceptance testing plan	30 days	
238.111(b)-2	Passenger equip. safety standard	Passenger equipment that has not been used in the U.S.	30 days	
239.101(2) (iii) (iv)	Passenger train E-Prep	Employee training and qualification; on-board personnel	30 days	
239.101(6) (ii)	Passenger train E-Prep	On-board emergency equipment	30 days	
240.223	Qual. and cert. of locomotive engineers	Criteria for the certificate	30 days	
240.301	Qual. and cert. of locomotive engineers	Replacement of certificates	30 days	
240.303	Qual. and cert. of locomotive engineers	Operational monitoring requirements	30 days	
Additional Requirements				
	Provide for "on-call" derailment and emergency response services			
	Hi rail line segment and replace lock with new Contractor locks and keys			N/A

Item	Category	Description	Submittal Date	Received Y/N
Service Mobilization Plan				
SMP	Organizational chart		30 Days	
SMP	Schedule	Mobilization activities	30 Days	
SMP	Hiring plan		30 Days	
SMP	Simulations	Full weekday's sched. for a minimum of 2 weeks	30 Days	
SMP	Simulations	Saturday schedule	30 Days	
SMP	Qualifications	transportation personnel to operate on the corridor	30 Days	
SMP	Qualifications	dispatching personnel	30 Days	
SMP	Assignments	Transportation and maint. personnel to vendor training	30 Days	
SMP	Assignments	Train attendants to a one day course in fare inspection and orientation	30 Days	
SMP	Assignments	on-board crew members to a 2 day course in customer relations	30 Days	
SMP	Definition	All other training requirements	30 Days	
SMP	Development	list of all spare inventory	30 days	
SMP	Identification	Identify contracted services, material, and equip. to be procured by the contractor prior to the start date	30 days	
SMP	Service continuity plan		N/A	
SMP	Implementation of information Systems		30 days	



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# TAB T.

## Required Certifications and Forms



# TABLE OF CONTENTS

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## FIRST TRANSIT PROPOSAL

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Forms and Certifications	1





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## REQUIRED CERTIFICATIONS AND FORMS

### Forms and Certifications

*All forms and certifications listed in the Forms and Certifications sections must be included with the proposal.*

On the following pages, First has provided all required forms and certifications as listed in the request for proposal.







This page intentionally left blank.





Arthur J. Gallagher & Co.

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May 18, 2016

Denton County Transportation Authority (DCTA)  
1955 Lakeway Drive, Suite 260  
Lewisville, TX 75057

Re: First Transit, Inc.  
Project: A-train Operations and Maintenance, RFP 16-08

To Whom It May Concern:

Liberty Mutual Insurance Company is proud to be the surety for First Transit, Inc. We feel this firm is an exceptional organization both from a financial perspective and a managerial point of view.

It is our opinion that First Transit, Inc. is qualified to perform the above captioned project. At their request we will give favorable consideration to providing an annual performance bond in the amount of \$500,000 of the total award amount, per year.

Liberty Mutual Insurance Company has an AM Best rating of A XV, a Treasury listing in excess of \$1 billion dollars and is licensed to do business in all states. We are considered one of the strongest Insurance companies in the Industry. We hold First Transit, Inc. in high regard, and give them our unqualified recommendation.

Sincerely,

Liberty Mutual Insurance Company

Harold Miller Jr.  
Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7199832

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arlene M. Filipski; Harold Miller, Jr.; Jodie Sellers; Jon A. Schroeder; Karen E. Socha; Kathleen Weaver; Patrick Gallagher; Sharon A. Foulk; William T. Krumm

all of the city of Itasca, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2015.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

On this 8th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13<sup>th</sup> day of May, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.





Arthur J. Gallagher & Co.

---

April 25, 2016

Denton County Transportation Authority  
1955 Lakeway Drive, Ste#260  
Lewisville TX 75067

Re: Solicitation#16-08 A-train Operations and Maintenance

To Whom It May Concern:

This letter confirms that First Transit, Inc. will procure and provide the required coverages as specified in the insurance requirements. These coverages are already in place as evidenced on the certificate of insurance issued.

The insurance companies providing coverage are various (AIG Companies) "A XV" rated in A.M. Best's guide and licensed to do business in the State of Texas.

Best regards,

Tanya Stephenson  
Client Service Manager-Licensed Casualty/Property Broker

cc: Judith Leo  
Area Vice President  
Jim Corej  
Area Executive Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 3rd Floor New York NY 10177	<b>CONTACT NAME:</b> Tanya D. Stephenson <b>PHONE (A/C, No, Ext):</b> 212-994-7085 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> Tanya_Stephenson@ajg.com
<b>INSURED</b> FIRST TRANSIT, INC. 600 Vine Street, Suite 1400 Cincinnati, OH 45202	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Insurance Company of State of PA <b>INSURER B:</b> National Union Fire Ins Co of Pitts <b>INSURER C:</b> New Hampshire Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>FIRSAME-05</b>	<b>NAIC #</b> 19429 19445 23841

**COVERAGES****CERTIFICATE NUMBER: 577476864****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 173-79-23	12/31/2015	12/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$5,000,000 \$5,000,000 \$ \$5,000,000 \$10,000,000 \$5,000,000 \$
B A B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA5273859(AOS) CA4882241 (VA) CA5273862 (MA)	12/31/2015 12/31/2015 12/31/2015	12/31/2016 12/31/2016 12/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto-Physical Damage \$5,000,000 \$ \$ \$ \$100%self-insured
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
C C C C C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WC1178531(IL,NC,NH,UT,VT) WC001178530 (MA) WC001178529 (CA) WC001178583 (AOS) WC44216118(MN) WC001178527 (FL)	12/31/2015 12/31/2015 12/31/2015 12/31/2015 12/31/2015 12/31/2015	12/31/2016 12/31/2016 12/31/2016 12/31/2016 12/31/2016 12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$5,000,000 \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation:  
Policy #: WC001178583 (TX), WC001178530 (WI), WC 001178531 (AK,AZ,GA) & WC 001178531 (NJ,PA)  
Policy Term: 12/31/15 to 12/31/16  
Carrier Name: NEW HAMPSHIRE INS CO (NAIC #:23841)  
Limits: E.L. Each Accident / E.L. Disease-Ea Employee / E.L. Disease-Policy Limit - \$5,000,000  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Denton County Transportation Authority 1955 Lakeway Drive, Ste#260 Solicitation#16-08 Lewisville TX 75067 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED FIRST TRANSIT, INC. 600 Vine Street, Suite 1400 Cincinnati, OH 45202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: Solicitation 16-08 A-train Operations and Maintenance  
DCTA and their directors, officers, representatives, agents and employees and DART are included as an additional insured (GI-End#83644-11/05/AL-87950-10/05) with respect to General and Automobile Liability coverages as evidenced herein on a primary primary/non- contributory basis as required by written contract with respect to work performed by the named insured. A waiver of subrogation in favor of Denton County Transportation Authority, and their directors, officers, representatives, agents and employees and DART included under the General, Automobile Liability and workers' compensation Policies as evidenced herein as required by written contract. First Transit, Inc. provides self-administered medical Payments coverage. First Transit, Inc. is 100% self-insured for Automobile Physical Damage coverage for "any" autos in the care, custody and control of the insured Named Insured.

Notice of cancellation: 30 days written notice/10 days for non-pay

April 6, 2016

**ADDENDUM NO. ONE**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Questions received and their corresponding responses.

Addition of the following items:

Question 17: Monthly Report Example

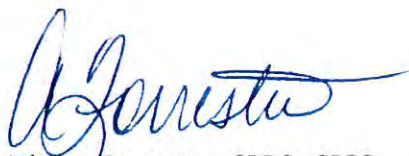
Question 34: Rail Grinding Oct 2012

Question 37: DART Access Agreement and Easement

Question 43: DCTA GE PTC Contract

Question 64: DCTA Material Inventory

Sign-In Sheets from Pre-Proposal Meeting held on Monday, April 4, 2016.



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by:  Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President





Your Future Is Riding On Us.

Denton County Transportation Authority

April 15, 2016

**ADDENDUM NO. TWO**

**RFP 16-08**

**A-train Operations and Maintenance**

*Addendum must be acknowledged below and returned with the bid submittal. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.*

*Agency responses to questions date is being extended*

**Special Provisions, Section 1. Procurement Schedule**

**FROM:**

Agency Responses - Friday, April 15

**TO:**

Agency Responses – Monday, April 18

*Athena Forrester*

Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by:  Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President

April 18, 2016

ADDENDUM NO. Three

RFP 16-08

A-train Operations and Maintenance

*Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.*

Questions received and their corresponding responses.

Delete the following documents and replace with the attached revised documents:

Addendum 3 Appendix 1 Price Schedule

Question 34: Rail Grinding Oct 2012 (revised)

Question 64: DCTA Material Inventory (revised)

Addition of the following items:

Question 33: Concrete Tie Cant Testing

Question 36: Track Inspections

Question 42: Signal Records

Question 46: Reference Documents

Question 165: Image

MOE Inventory Stadler



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: 

Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President

April 21, 2016

**ADDENDUM NO. Four**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Questions received and their corresponding responses.

Revised language per the attached spreadsheet:

Addition of the following items:

- Question 94: DCTA Loss Run
- Question 117: DCTA Rider Alert Manual
- Question 144: DCTA Price Schedule
- Question 166: FEMA Work Repairs
- Question 169: Incidents
- Question 175: Stadler Engine Hours
- Question 242: Visio DCTA TMDS
- Question 245: Light Bulb Specs

  
Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by:  Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President



April 25, 2016

**ADDENDUM NO. Five**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

**Change to Proposal Due Date:**

From: May 4, 2016 at 2:00 pm

To: **May 18, 2016 at 3:00 pm**

**Interviews**

Interviews will be rescheduled from May 19, 2016 to June 2, 2016


**Performance and Payment Bonds**

DCTA will agree to accept annually renewable performance and payment bonds. The responses to the questions will be updated to reflect this change.

**Proposal Evaluation and Submittal Information**

**Tab U (i)**

Add the following statement: In the event audited financial documents are not available at the time proposals are due, Contractor shall submit unaudited financial documents with the proposal as required herein. DCTA will allow the contractor to submit audited financial documents fourteen (14) calendar days after proposals are due. Failure to provide audited financial documents may be cause for proposal being determined non-responsible and shall not be considered for award.



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by: 

Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President

April 27, 2016

**ADDENDUM NO. Six**

**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

Questions received and their corresponding responses.

Revised language per the attached spreadsheet.

Addition of the following items:

Question 272, MOE Materials Used

Question 183, MOE Summary

Appendix 1 Price Schedule



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by:  Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President



May 13, 2016

**ADDENDUM NO. Seven**

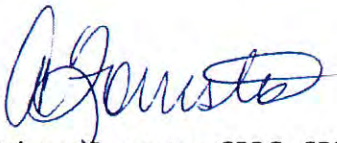
**RFP 16-08**

**A-train Operations and Maintenance**

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***

**Revised Price Schedule**

The width of the columns has been increased. This is the only change made to the price schedule.



Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Acknowledged by:  Date: May 16, 2016

Firm/Representative

Bradley A. Thomas, President



Request for Proposal

Number 16-08

A-train Operations and Maintenance

**Forms and Certifications**



**The forms listed below shall be completed and submitted with the proposals. All forms must be included in Tab T of the proposal submittal. Failure to execute and submit all forms may make the proposal unresponsive and will not be considered for award.**

1. Conflict of Interest Questionnaire
2. Non-collusion Affidavit
3. Bidder's Questionnaire
4. Authorization for Release of Financial Information
5. Buy America Certification
6. Government-Wide Debarment And Suspension (Nonprocurement)
7. Lobbying Restriction Certification
8. DBE Forms
  - a. Commitment Agreement, Form 4906
  - b. Good Faith Effort, Form GFE

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.

Bradley A. Thomas, President, First Transit, Inc.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

Bradley A. Thomas, President

Name of Officer

This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

**4**Signature of person doing business with the governmental entity  
Bradley A. Thomas, President, First Transit, Inc.

May 16, 2016

Date

## NON-COLLUSION AFFIDAVIT

***This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, First Transit, Inc., being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


  
\_\_\_\_\_  
Signature of Authorized Company Representative

Bradley A. Thomas, President of First Transit, Inc.  
Name and Title of Authorized Company Representative

May 16, 2016  
Date

Subscribed and sworn to before me on May 16, 2016 (Date)

(Notary Seal)

  
\_\_\_\_\_  
Signature Notary Public  
Gayla Maxwell

GAYLA S. MAXWELL  
Notary Public, State of Ohio  
My Commission Expires 03-12-2019





## BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)  
First Transit, Inc.

2. Doing Business As (other business name if applicable)  
N/A

3. Federal Tax ID Number  
23-1716119

4. Business Mailing Address (include City/State/Zip Code)  
600 Vine Street, Suite 1400, Cincinnati, Ohio, 45202

5. Business Email Address  
firsttransitinfo@firstgroup.com

6. Business Telephone Business Fax Number  
513-241-2200 513-684-8852

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
Since 1955, 61 years.

9. Annual Gross Revenue for the past three years (M = Millions)  
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+

10. Number of Employees  
☐ 100 or Less ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☒ 1,001+

11. Is Business a DBE Firm?  
☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?  
☐ Yes ☒ No

13. Ethnic Group  
☐ Black American ☐ Asian Pacific American ☐ Other  
☐ Hispanic American ☐ Subcontinent Asian American  
☐ Native American ☒ White/Caucasian

14. Woman Owned?  
☐ Yes ☒ No

15. Veteran Owned  
☐ Yes ☒ No

16. Type of Work Performed  
☐ Construction ☐ Wholesale/Distributor  
☐ Manufacturing ☒ Professional Service  
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?  
☐ Yes ☒ No

18. Is any litigation pending against the Business?  
☐ Yes ☒ No

19. Has the Business ever been declared "Not Responsible"  
☐ Yes ☒ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?  
☐ Yes ☒ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?  
☐ Yes ☒ No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?  
☐ Yes ☒ No

23. Is the Business in arrears upon a contract or debt?  
☐ Yes ☒ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?

☐ Yes ☒ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?

☐ Yes ☒ No


26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

N/A

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

First Transit, as it is a wholly owned subsidiary of FirstGroup plc, which is listed on the London Stock Exchange under the ticker symbol FGP. Financial information above the transit segment of FirstGroup plc may be found at [www.firstgroupplc.com](http://www.firstgroupplc.com)

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name Bradley A. Thomas  
Title President, First Transit, Inc.  
Signature of Owner   
Date May 16, 2016  
Email Address brad.thomas@firstgroup.com

(Owner, CEO, President, Majority Stockholder or Designated Representative)  
Questions about this document should be directed to the Procurement Manager



## AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist DCTA in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DCTA Procurement department for this purpose. All information must be current and traceable. Each venture of a joint venture must submit a separate signed form

DCTA Reserves the right to make additional inquiries based on the information submitted or lack thereof.

JP Morgan Chase Bank  
Name of Bank/Financial Institution  
383 Madison Avenue  
Address  
New York, NY, 10179  
City, State, Zip  
Eddie Sasson, Executive Director  
Name of Bank Officer Familiar with the Account

212-622-4292  
Telephone  
917-464-8715  
Fax  
eddie.sassoon@jpmorgan.com  
Email Address

First Transit, Inc.  
Name of Business  
600 Vine Street, Suite 1400  
Address  
Cincinnati, Ohio, 45202  
City, State, Zip

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DCTA has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) legal action(s) applicable under federal, state or local law.

Printed Name Bradley A. Thomas

Title President, First Transit, Inc.

Signature 

Date May 16, 2016



BUY AMERICA CERTIFICATION  
(STEEL OR MANUFACTURED PRODUCTS)  
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239,  
June 25, 2009]

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General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
  - (1) All of the manufacturing processes for the product must take place in the United States; and
  - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company First Transit, Inc.

Name Bradley A. Thomas Title President

Signature  Date May 16, 2016

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Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:



GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor First Transit, Inc.

Name and Title of Contractor's Authorized Official Bradley A. Thomas, President

Signature  Date May 16, 2016

## LOBBYING RESTRICTION CERTIFICATION

*This certification must be completed and submitted with the proposal*

The undersigned Contractor, First Transit, Inc., certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, First Transit, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Bradley A. Thomas, President

Name and Title of Contractor's Authorized Official

May 16, 2016

Date







125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

August 13, 2015

Mr. Jose Cornejo, President  
JCM & Associates, Inc.  
5443 E. Washington Blvd.  
Los Angeles, CA 90040

RE: Notice of Receipt and Review of Annual Update Affidavit

Dear Mr. Cornejo:

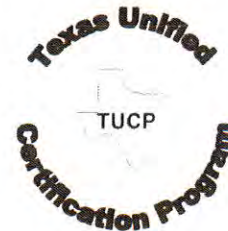
Your company's Disadvantaged Business Enterprise (DBE) Annual Update Affidavit of No Change was received by this office. Your business continues to be certified as a DBE, effective your anniversary month, for those categories of work already approved. This information is maintained in TxDOT's DBE directory. It is your responsibility to ensure that the information in the directory is accurate. If you wish to make a change to your company's information, a written request must be sent to this office.

The DBE certification does not automatically expire. However, your business must be reviewed annually. You will be notified when the next review is due. It is your responsibility to ensure that the Annual Update Affidavit of No Change is submitted timely to our office. The Affidavit form may be found on our website at <https://txdot.txdotcms.com>. Please be sure to notify this office immediately of any changes of address, business status, phone number(s), or ownership in your firm. Your cooperation in this matter will be most appreciated.

TxDOT, and any of the TUCP certifying agencies, reserve the right to review your firm's certification prior to your firm participation on a federally-funded contract, or at any time it is determined that such review is warranted. If your firm participates on a federally-funded transportation-related project, to satisfy a DBE contract goal, it must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for, and installing (where applicable) the materials and supplies needed to accomplish the contract. If you should have any questions concerning the TUCP, please feel free to contact me at (512) 486-5090 and refer to VN 24130.

Sincerely,

Sonny C. Nugent, MCA  
Diversity and Economic Opportunity Section  
Office of Civil Rights



**NOTE:** The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*



## COMMITMENT AGREEMENT FORM FOR ALL SUBCONTRACTORS

Form 4906

(Please complete one form for each subcontractor)

This commitment is subject to the award and receipt of a signed contract from the Denton County Transportation Authority for the subject project. This form must be completed and submitted with bid/offer.

[illegible]

To ensure prompt and efficient handling of your project file, we are requesting that all commitments be presented to the DCTA DBELO using this form.





# Small Business Enterprise Certification



## BMR Janitorial & Pressure Washing Service, LLC

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

NAICS-561720: Janitorial SERVICES; NAICS-561730: Landscaping SERVICES; NAICS-561790: Pressure Washing (E.g., Buildings, Decks, FENCES); NAICS-811192: Car Washes

This Certification commences April 16, 2016 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April, 20 17

Issued Date: April, 20 16  
CERTIFICATION NO. BMDB00696Y0417

Elvira Mitchell  
Certification Administrator





# Minority Business Enterprise Certification

## BMR Janitorial & Pressure Washing Service, LLC

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS-561720: Janitorial SERVICES; NAICS-561730: Landscaping SERVICES; NAICS-561790: Pressure Washing (E.g., Buildings, Decks, FENCES); NAICS-811192: Car Washes

This Certification commences April 16, 2016 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April, 2017

Issued Date: April, 2016  
CERTIFICATION NO. BMDB00696Y0417

Leticia Mitchell  
Certification Administrator





# Disadvantaged Business Enterprise Certification



## BMR Janitorial & Pressure Washing Service, LLC

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS-561720: Janitorial SERVICES; NAICS-561730: Landscaping SERVICES; NAICS-561790: Pressure Washing (E.g., Buildings, Decks, FENCES); NAICS-811192: Car Washes

This Certification commences April 16, 2016 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: April, 20 16  
CERTIFICATION NO. BMDB00696Y0417

Edicia V. Michael  
Certification Administrator



This commitment is subject to the award and receipt of a signed contract from the Denton County Transportation Authority for the subject project. This form must be completed and submitted with bid/offer.

[illegible]

To ensure prompt and efficient handling of your project file, we are requesting that all commitments be presented to the DCTA DBELO using this form.



June 12, 2015

Llisle Budden  
SB Fleet-Lube, LLC.  
6308 Preston Road  
Plano, TX 75024

**RE: DBE Certification Affidavit No. 18300**

Dear Llisle Budden:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency (NCTRCA) and the Texas Unified Certification Program ("TUCP") in accordance with 49 CFR part 26 as a:

**Disadvantaged Business Enterprise (DBE)**

In the following areas:

NAICS-324199: ALL OTHER PETROLEUM AND COAL PRODUCTS MANUFACTURING  
NAICS-424720: PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)  
NAICS-811111: GENERAL AUTOMOTIVE REPAIR  
NAICS-811310: COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE

Your Certification Identification Number is WFDB34139Y0616. This certification is valid for one year. In order to remain certified, all DBE's are required to update all pertinent information annually prior to the expiration of their certificate. Any changes to contact information, ownership, and/or expansion of services should be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database.

The NCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at anytime that they determine such re-evaluation is warranted.

This number should be used on bids, requests for proposals and other correspondence with any NCTRCA member agency regarding your DBE status. Moreover, you should provide your certification number to prospective bidders and proposers on any projects as evidence of your certification status as a DBE.

Thank you for your participation in the Disadvantaged Business Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

Elicia Mitchell, MPA  
Agency Director



# Disadvantaged Business Enterprise Certification



SB Fleet-Lube, LLC.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS-324199: All Other Petroleum And Coal Products MANUFACTURING; NAICS-424720: Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And TERMINALS); NAICS-811111: General Automotive REPAIR; NAICS-811310: Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

This Certification commences June 12, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: June, 2015  
CERTIFICATION NO. WFDB34139Y0616

*Elvia Mitchell*

Certification Administrator





# Women-Owned Business Enterprise Certification



SB Fleet-Lube, LLC.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

NAICS-324199: All Other Petroleum And Coal Products MANUFACTURING; NAICS-424720: Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And TERMINALS); NAICS-811111: General Automotive REPAIR; NAICS-811310: Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

This Certification commences June 12, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June, 20 16

Issued Date: June, 20 15

CERTIFICATION NO. WFDB34139Y0616

*Eliea Mitchell*

Certification Administrator



# Small Business Enterprise Certification



SB Fleet-Lube, LLC.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

NAICS-324199: All Other Petroleum And Coal Products MANUFACTURING; NAICS-424720: Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And TERMINALS); NAICS-811111: General Automotive REPAIR; NAICS-811310: Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

This Certification commences June 12, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June, 20 16

Issued Date: June, 20 15  
CERTIFICATION NO. WFDB34139Y0616

*Elena Mitchell*

Certification Administrator





## Texas Unified Certification Program (TUCP) DBE and TxDOT SBE Directory

Search the Texas Unified Certification Program (TUCP) DBE and TxDOT SBE Directory by entering search criteria and clicking Search. You must select at least one certification type. You can also search by a variety of other fields which are listed below.

Search results may be downloaded to Excel, by clicking the "Download Results to Excel" button after your search results are displayed. To download the full Certification Directory do not enter search criteria, scroll to the bottom of the page and click the "Download Entire Directory to Excel" button.

The DBE directory is solely for the purpose of identifying those DBEs that are certified in the State of Texas. It is not intended to represent a listing of DBEs deemed eligible to participate on contracts, or to indicate that such DBEs satisfy any requirements which may affect DBEs ability to work on contracts.

### Search by Business Name or DBA

Business Name/DBA   
Tip: Try just a few letters of the firm's name.

### Search by Business Description

Business Description   
Tip: Try just a few letters of a keyword.

### Search by Commodity Code

Commodity Code [Click to Lookup Commodity Codes](#)  
(popup window will appear to browse and search available Commodity Codes)

### Search by Contact Person

Contact Person/Owner First name  Last name   
Tip: Use the first letter. Tip: Try just the first few letters.

Location

State

Zip

### Select Districts/Regions

Select one or more certification areas with the firm that have at least one assigned state certification match.

- |   |  |
|---|--|
| <input type="checkbox"/> Abilene        | <input type="checkbox"/> Laredo        |
| <input type="checkbox"/> Amarillo       | <input type="checkbox"/> Lubbock       |
| <input type="checkbox"/> Atlanta        | <input type="checkbox"/> Lubon         |
| <input type="checkbox"/> Austin         | <input type="checkbox"/> Odessa        |
| <input type="checkbox"/> Beaumont       | <input type="checkbox"/> Paris         |
| <input type="checkbox"/> Brownwood      | <input type="checkbox"/> Pharr         |
| <input type="checkbox"/> Bryan          | <input type="checkbox"/> San Angelo    |
| <input type="checkbox"/> Childress      | <input type="checkbox"/> San Antonio   |
| <input type="checkbox"/> Corpus Christi | <input type="checkbox"/> Tyler         |
| <input type="checkbox"/> Dallas         | <input type="checkbox"/> Waco          |
| <input type="checkbox"/> El Paso        | <input type="checkbox"/> Wichita Falls |
| <input type="checkbox"/> Fort Worth     | <input type="checkbox"/> Yorktown      |
| <input type="checkbox"/> Houston        |  |

### Certification Type

- ☒ Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)  
☒ Disadvantaged Business Enterprise (DBE)  
☒ Small Business Enterprise (SBE)

[Search Again](#)

[Download Search Results](#) [to Excel](#) [to CSV](#)

☐ Include Commodity Codes in download

>> 9 businesses with 9 certifications found <<

### Search Results

Click the certification type for contact information and certification details

Vendor	Location	Certification
Bouthantharaj Corporation, DBA DFW Security Protective Force	Haltom City, TX	DBE

Diversity Management System - Texas Department of Transportation - L...

https://tbdot.tdotcms.com/FrontEnd/VendorSearchPublicDetail.asp?XID=6326&TN=tbdot

Vendor Information
CLOSE WINDOW

Vendor Information

Business NameBouthantharaj Corporation, DBA DFW Security Protective Force  
OwnerKit Bouthantharaj  
Address5705 Airport Freeway  
Haltom City, TX 76117  
Phone817-831-2000  
Fax817-831-2000  
Emailmailto:dfwsecurityprotectiveforce.com  
Websitehttp://www.DFWSecurityProtectiveForce.com

Certification Information

Certifying AgencyNorth Central Texas Regional Certification Agency  
Certification TypeDBE - Disadvantaged Business Enterprise  
Certified Business DescriptionInvestigation and Security Guard Services

Commodity Codes

CodeDescription  
NAICS 561012Security guards and patrol services

Additional Information





## GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you **must** complete this form.

Prime Company Name (please print):

First Transit, Inc.

DCTA Contract Number: Solicitation 16-08

DCTA Contract Goal: 5 %

Check applicable response to describe prime:

First Transit, Inc. met the 5% DBE requirement.

DBE:

(yes ☐) Certifying Entity: \_\_\_\_\_

(no ☒)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. **(DO NOT LIST NAMES OF FIRMS).**

1. Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**  
(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:
Security	Uniforms
Fleet Fuel and Lubrication	
Fleet and Facility Cleaning	

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☒) (no ☐)

DBE listing request date to the DCTA DBELO : \_\_\_\_/\_\_\_\_/20\_\_\_\_

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☒) (no ☐)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☒) (no ☐)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

**NOTE:** A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

**NOTE:** If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or less**, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or more**, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☒) (no ☐)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**

Please see Good Faith Effort Log attached.

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

**ADDITIONAL INFORMATION:**

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project.

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

<b>Authorized Signature:</b> 	<b>Printed Signature:</b> Bradley A. Thomas
<b>Title:</b> President	<b>Contact Name and Title (if different):</b> N/A
<b>Company Name:</b> First Transit, Inc.	<b>Phone Number:</b> 513-241-2200
<b>Street Address:</b> 600 Vine Street, Suite 1400	<b>Email Address:</b> brad.thomas@firstgroup.com
<b>City/County/State and Zip Code</b> Cincinnati, Ohio, 45202	<b>Date:</b> <u>May</u> , <u>16</u> 20 <u>16</u>
<b>DCTA DBELO Authorized Signature:</b>	<b>Date:</b> _____, _____ 20 ____



**First Transit, Inc.**  
**Good Faith Efforts**  
**A-train Operations and Maintenance – Solicitation 16-08**

**ADVERTISEMENTS AND OUTREACH FOR DBE VENDORS**

**4/11/2016 – Ad posted for certified DBE vendors**

Ad placed with:	DBE Good Faith, Inc.
Ad Dates:	4/11/16 – 5/18/16
Ad Details:	<p>First Transit seeks letter of interest from DBE Subcontractors for the following:</p> <p>Rail Vehicle Washing, Rail vehicle fueling and servicing, detailing; Recruiting and staffing services; Rail Vehicle parts; Fluids, lubricants (ATF, engine oil, washing chemicals); Uniforms (Operators, Mechanics, Track and Signal Workers; Office Supplies; Accident repair, painting); ROW clearance, ROW weed spraying</p> <p>The RFP documents are available from DCTA directly or by email from First Transit. Interested firms may email or fax a letter of interest (include DBE certification information) to the Project Coordinator by April 25<sup>th</sup> 2016</p>

**4/4/2016 – A-train Pre-Proposal meeting in Denton, TX - DBE contact made with:**

- Spoke with Elizabeth Rychlinski from Ruiz Protective Service, Inc.
- Spoke with Lisle Budden from Fleet-Lube



## FUEL MANUFACTURING AND SUPPLY

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
Fleet-Lube Onsite Fueling/Maintenance 11788 CR 53, Celina, Texas. 75009	DBE Certification	Lisle Budden Executive Vice President O: 972.491.5600 C: 972.672.3708 F: 214.975.1414 11788 CR 53, Celina, Texas. 75009	All Other Petroleum and Coal Products Manufacturing Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	Yes	Cost effective proposal	4/4/16 – Contact made at pre-proposal meeting 4/19/16 – Request for quote 4/19/16 – quote received

## CLEANING/JANITORIAL SERVICES

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
All Janitorial Services, Inc. 1617 N Central Expressway Plano TX 75075 P.O. Box 425 AAAlpha Janitorial & Maid Service Houston, TX (serving 100 miles)	DBE Certification	Evelyn, Molina 972-516-9550 972-516-9868 <a href="mailto:evelyn@alljanitorial.net">evelyn@alljanitorial.net</a> <a href="http://alljanitorial.net/about/">http://alljanitorial.net/about/</a>	Janitorial cleaning	TBC	No response	4/22/16 – initial email sent 5/9/16 – chased for update advising quote required 5/12/16
	DBE Certification	Tel: 1-832-885-2496	Janitorial services (Commercial & Residential)	TBC	No response	5/9/16 – initial email sent
BMR Janitorial & Pressure Washing Service, LLC 507 Singleton Boulevard Dallas, TX 75212	DBE Certification	Ben Miller 214-744-5606 214-744-7556 <a href="mailto:bmrwash1@sbcglobal.net">bmrwash1@sbcglobal.net</a>	Janitorial services Landscaping Services Pressure washing (e.g., buildings, decks, fences) Car washes	Yes	Relevant experience value added proposal	4/21/16 – Initial email sent. 4/26/16 – Ben Miller responded with quote 4/26/16 – Ben contacted for updated quote 5/9/16 – Ben chased for updated quote 5/10/16 – Further correspondence to clarify quote 5/11/16 – Further clarity requested on quote 5/12/16 – Clarification received and DBE form sent for completion.
C&S Janitorial Services, Inc. 6706 Bourgeois Road Houston, TX 77066	DBE Certification	Tel: 281-440-3399	Janitorial services – office buildings	TBC	No response	5/9/16 – initial email sent
Corpcare, Inc. PO Box 38264, Duncanville, TX, 75138	DBE Certification	Mark Massey Tel: 214-876-0642 Fax: 817-764-6321 E: <a href="mailto:mmassey@corpcareservices.com">mmassey@corpcareservices.com</a>	Janitorial services	TBC	No quote received	5/9/16 – initial email sent 5/9/16: Notified of their interest and DBE Certification received as evidence

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
Dusty & Dirty Cleaning Service 1509 Ruffian Road Desoto, TX 75115	DBE Certification	Mike Johnson Tel: 214-213-6543 Tel: 817-845-2161	Janitorial services	TBC	No response	4/22/16: initial contact made
Facilities Consulting Group, Inc. "1407 Round Table Drive Dallas, TX 75247"	DBE Certification	Edwin Mendenhall 214-631-4453 214-631-4454 <a href="mailto:ed.mendenhall@facilitiesconsulting.biz">ed.mendenhall@facilitiesconsulting.biz</a>	Janitorial services Other Services to Buildings and Dwellings	TBC	No response	4/22/16 – initial email sent 5/9/16 – chased for update using web portal.
Juniors Janitorial Service, Inc. 6505 Meadow Lakes Dr., North Richland Hills, TX 76180	DBE Certification	Freddie Cooley Tel: 817-577-3637 E: <a href="mailto:freddie@juniors-janitorial.com">freddie@juniors-janitorial.com</a>	Janitorial services and carpet cleaning	TBC	No response	5/9/16 – initial email sent
Kemp & Sons General Services, Inc. 6815 Manhattan Blvd., Fort Worth, TX 76120	DBE Certification	Tel: 817-457-5367 E: <a href="mailto:admin@kempandsons.net">admin@kempandsons.net</a>	Janitorial services	TBC	No response	5/9/16 – initial email sent
Oriental Building Services Company 2526 Manana Dr. #208, Dallas, TX 75220	DBE Certification	Tel: 469-522-0001 E: <a href="mailto:obsco@msn.com">obsco@msn.com</a>	Janitorial services	No	Other supplier offered better approach.	5/9/16 – initial email sent 5/12/16 – Quote received.
Premier Cleaning Services 2156 W. Northwest Hwy, Suite #311 Dallas, Texas 75220	DBE Certification	Elizabeth Vargas Toll-Free 1-866-333-075 Tel: 214-351-4035, 214-351-5389, 214-351-4918 Fax: 214-351-4036 Email: <a href="mailto:info@premiercleansbetter.com">info@premiercleansbetter.com</a> Tel: 817-284-5551 Tel: 1-877-284-5580 Online form	Janitorial services Carpet and Upholstery Cleaning Services	TBC	No response	4/22/16 – initial email sent 5/9/16 – chased for update
QCS Unlimited, Inc. 2659 Gravel Dr. Fort Worth, TX, 76118	DBE Certification	Tel: 817-284-5551 Tel: 1-877-284-5580 Online form	Janitorial services	TBC	No response	5/9/16 – initial email sent
Quality Janitorial Services, LLC 31020 Retama Ridge, Bulverde, TX 78153	DBE Certification	Tel: 201-860-6249 E: <a href="mailto:info@qualityjanitorial.com">info@qualityjanitorial.com</a>	Janitorial services and Commercial Buildings	TBC	No response	5/9/16 – initial email sent
RAS Services, Inc. 9910 Monroe Dr., Dallas, TX 75220	DBE Certification	Tel: 214-351-1708 Fax: 214-351-5404 E: <a href="mailto:info@rasservices.net">info@rasservices.net</a>	Janitorial services	TBC	No response	5/9/16 – initial email sent
Sonlight Cleaning Service, Inc. 4013 Clay Avenue, Haltom City, TX 76117	DBE Certification	Tel: 817-656-8109 Tel: 877-388-3878 Online form	Janitorial services	TBC	No response	5/9/16 – initial email sent



## UNIFORMS

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
JCM & ASSOCIATES, INC 5443 E WASHINGTON BLVD COMMERCE, CA 90040-2105	DBE Certification	Richard Crady Blue Goose Uniforms, DBE JCM & Associates, Inc. 800-543-3732	Other Clothing Stores	Yes	Long standing relationship Value for money	4/12/16 – contacted for quote 4/13/16 – quote received

## ENGINEERING SUPPORT SERVICES

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
V&V Services, Inc. Carrollton, TX 75007	DBE Certification	Linda Verhovshek Tel: 972-939-2254	Personnel Services; Secretarial & Transcription Services, Engineering Support Services	TBC	No response	5/9/16 – initial email sent

## SECURITY SERVICES

DBE Name & Address	Business Status	Contact Name Phone/Fax/Email	Type of Service	DBE Selected Yes/No	Reason Selected or No	Contact Log
Boutchantharaj Corporation (DFW Security Protective Force) 5705 Airport Freeway, Haltom City, TX, 76117	DBE Certification	Kit Boutchantharaj Tel: 817-831-2000 Fax: 817-831-2000 E: <a href="mailto:mai@dfwsecurityprotectiveforce.com">mai@dfwsecurityprotectiveforce.com</a>	Investigation and Security Guard Services	Yes		5/9/16: Initial email sent 5/12/16: Quote received.
D'Leon Protective Service, LLC 235 W Claredon Suite 100, Dallas, TX, 75208	DBE Certification	Maria Lopez Tel: 214-347-9140 Fax: 214-306-7562 E: <a href="mailto:mirtha@dleonprotective.com">mirtha@dleonprotective.com</a>	Scheduling Services and Security Guard Services	TBC	No response	5/9/16: Initial email sent
G&G Protection 3577 N Beltline Road, #117, Irving, TX, 75062	DBE Certification	Gerry Gilliam Tel: 972-257-0482 Fax: 972-570-5042 E: <a href="mailto:ggprotection@verizon.net">ggprotection@verizon.net</a>	Security Guards and Patrol Services	TBC	No response	5/9/16: Initial email sent
National Security & Protective Services, Inc. 8553 North Beach St, Suite 187, Fort Worth, TX, 76244	DBE Certification	Danny Elmore Tel: 817-307-7247 Fax: 866-562-8432 E: <a href="mailto:delmore@nationalsecurityus.org">delmore@nationalsecurityus.org</a>	Security Guard, Patrol Services & Private Investigations	TBC	No response	5/9/16: Initial email sent
Point Blank Safety 709 Cardinal Ridge Road, Burleson, TX 76028	DBE Certification	Stacey Magovern Tel: 682-433-3070 Fax: 866-301-3686 E: <a href="mailto:stacey@pointblanksafety.com">stacey@pointblanksafety.com</a>	Security Guards and Patrol Services	No	No quote received	5/9/16: Initial email sent 5/9/16: Stacey Magovern responded advising that Point Blank Safety is an SBE and HUB certified, but not a DBE. Asked if interested in a quote. 5/9/16: Sean Kehoe requested quote. 4/4/16: Initial Contact made 5/9/16: Sean Kehoe mailed requesting when quote would be available. 5/9/15: Ruiz advised they would respond on 5/10/16 5/12/16: First advised that we required quote by today latest. 5/13/16: First advised quote required by 10am CST for consideration.
Ruiz Services	DBE Certification	Elizabeth Rychlinski E: <a href="mailto:elizabeth@ruizservices.com">elizabeth@ruizservices.com</a>	Security and Patrol Services	TBC		

# TAB U.

## Financial Information

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## FIRST TRANSIT PROPOSAL

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### Financial Information

First Transit benefits financially from being part of an international transportation giant – FirstGroup plc. FirstGroup plc. operates five divisions that have similar core skills and expertise, diversified by geography, customer base, and mix of contract-backed and passenger revenue. This diverse business model further increases the stability of our corporation, ensuring DCTA that you will continue to have a financially stable operator throughout this contract term and beyond.

This tab demonstrates First's financial stability and capability to fully support DCTA and successfully perform all aspects of the contract.

What DCTA Requires	Compliance	Demonstration
Financial ability to meet any other pertinent standard or criteria established by DCTA	✓	First Transit, a subsidiary of FirstGroup plc., maintains a strong financial position that creates value to DCTA, and ensures full contract compliance
The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers	✓	As further evidenced by our signed required forms, First authorizes necessary investigations to demonstrate our financial responsibility
The Bidder shall furnish with its proposal, certification that a Performance Bond	✓	First has included with our submission a Letter of Surety, evidencing our ability to obtain required Payment and Performance bonds, upon contract award

## (i) Financial Condition

*Provide a general description of the Contractor's financial condition and include as attachments, copies of the company's audited financial statements for the last three years.*

This proposal is submitted to the Denton County Transportation Authority (DCTA) by First Transit Inc., a subsidiary of FirstGroup plc.

Included under separate cover are our three most recent years' audited financial statements for First Transit's parent company, FirstGroup America. There are no stand-alone audited financial statements for First Transit as it is a wholly owned subsidiary of FirstGroup and included as part of the FirstGroup America annual audit.

Also included under separate cover, we enclose the audited annual reports for the last three years. Further financial information is available on the web site [www.firstgroupplc.com](http://www.firstgroupplc.com).

Our objective is to create long term value for Denton County and your local community stakeholders through sustainable, integrated transport services that are safe, reliable, and meet the needs of our passengers and communities.

*These financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP*



## **BENEFITTING DCTA**

FirstGroup plc is registered on the UK stock market, and is a FTSE 250 company with annual revenues of over \$11billion. We have a Standard & Poor credit rating of BBB-/A-3 Stable and a Fitch credit rating of BBB-/F-3 Stable.

Our operating companies benefit from being part of this multi-national transport group with access to a wide range of support, resources and facilities. The scale of our activities means that our core skills are employing and training professional, dedicated employees.

We are Committed to our Customers and their safety; procuring, deploying and maintaining a wide variety of vehicle fleets and other physical assets. Our financial strength and stability enables us to stand behind our DCTA A-train rail operations proposal and keep our commitments to you, our client.

We strive to improve the DCTA A-train performance by sharing best practices across our businesses to provide high quality services that are safe, reliable, and meet the needs of rail customers. As a partner with DCTA, we will meet your expectations and the quality work necessary to achieve your service goals. First Transit maintains a strong financial position that creates value to DCTA, and ensuring full contract compliance. We reinvest in our people, our operations, and the communities we serve to become your preferred service provider.

## Dun & Bradstreet Report

*In addition, provide as an attachment, a current copy of Dun & Bradstreet Report. Statements, reports and other requested financial documents requested as attachments will not be counted against the page total.*

Included under separate cover is a current copy the Dun & Bradstreet Report for our parent company, FirstGroup America. This report, in combination with our financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP. Further financial information is available on the web site [www.firstgroupplc.com](http://www.firstgroupplc.com).



## (ii) Conditions that May Impede Service Performance

*Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to perform the services.*

Neither First Transit nor our parent companies is currently subject to any lawsuit, court action, bankruptcy, merger, planned office closures, or other matter that would materially affect our ability to complete a contract with the Denton County Transportation Authority (DCTA).

In the past 5 years, First Rail has operated six rail businesses: Great Western Railway (GWR), First TransPennine Express (TPE), First Hull Trains (FHT), Tramlank, First Capital Connect (FCC) and First Scotrail (FSR). **We have had no material breaches across the whole of our rail division in the last five years.**

## *Debarment, Disqualification, or Removal*

*In addition, provide any information concerning instances where the Contractor or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.*

To the best of First Transit's knowledge there have been no instances of debarment or disqualification. On rare occasion, First Transit customers may request replacement or removal of a particular team member from service under the contract. In such instances, First Transit takes appropriate measures to minimize the impact on contract service.

## *(iii) Prior or Pending Litigation*

*Describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Contractor or any of its employees, subcontractors, or sub-consultants is or has been involved within the last five years.*

First Transit has participated in litigation at a rate consistent with similarly situated companies. It is routine to engage in legal matters that have no bearing on our ability to fulfill new or existing contracts. Compiling detailed data on recent litigation would provide little or no useful insight to DCTA. In fact, the majority of our litigation is minor in nature and is handled almost exclusively by our insurance carrier. Examples of such litigation include insignificant personal injury claims and routine Worker's Compensation claims.





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[www.firsttransit.com](http://www.firsttransit.com)